

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. VERBAL REACTION OR APPLAUSE IS NOT APPROPRIATE.

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners  
Regular Meeting – January 6, 2011– 5:30 p.m.  
Governmental Complex – First Floor

1. Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

2. Invocation – Commissioner White.
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. 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.

7. 5:31 p.m. First of Two Public Hearings and Schedule and Advertise Second Public Hearing Designating 3300 Mobile Highway as a Brownfields Area

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning designating 3300 Mobile Highway as a Brownfields Area:

A. Hold the **first** Public Hearing to receive input on the proposed designation of 3300 Mobile Highway as a Brownfields area; and

B. Approve the scheduling and advertising the **second** of two Public Hearings for January 20, 2011, at 5:31 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating 3300 Mobile Highway as a Brownfields area within the Brownsville Redevelopment Area of Escambia County for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; and providing for an effective date.

8. Committee of the Whole Recommendation

Recommendation: The Committee of the Whole (C/W), at the December 16, 2010, C/W Workshop, recommends that the Board take the following action:

A. Adopt the list of priorities for bridges for the next five years (as outlined in the Escambia County Bridge Prioritization & Budget Needs PowerPoint Presentation prepared by Hatch Mott MacDonald [C/W Item 3]);

B. Authorize the County Attorney to advertise a Non-Binding Request for Letters of Interest/ Request for Proposals for Outside Counsel for BP Oil Spill Issues (C/W Item 4); and

C. Direct staff in the County Attorney's Office and the Planning Division to prepare, and schedule a Public Hearing for consideration of adopting, an Ordinance, similar to those adopted by other communities, that would prohibit fraternity housing and other unsuitable types of activities in the R 1, Single-Family District, Low Density (C/W Item 7).

9. Reports:
  - Clerk of the Courts & Comptroller's Report
  - Growth Management Report
  - County Administrator's Report
  - County Attorney's Report
10. Items added to the agenda.
11. Announcements.
12. Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-187

Item #: 7.

**BCC Regular Meeting**

**Date:** 01/06/2011

**Issue:** 5:31 p.m. First of Two Public Hearings and Schedule and Advertise Second Public Hearing Designating 3300 Mobile Highway as a Brownfields Area

**From:** Sandra Prince Jennings, P.E. Bureau Chief

**Organization:** Comm & Env Neigh Redevelopment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning designating 3300 Mobile Highway as a Brownfields Area:

A. Hold the **first** Public Hearing to receive input on the proposed designation of 3300 Mobile Highway as a Brownfields area; and

B. Approve the scheduling and advertising the **second** of two Public Hearings for January 20, 2011, at 5:31 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating 3300 Mobile Highway as a Brownfields area within the Brownsville Redevelopment Area of Escambia County for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; and providing for an effective date.

**BACKGROUND:**

Escambia County purchased the property at 3300 Mobile Highway on September 3, 2010 as part of the County's Community Redevelopment Initiative. The property is located within the Brownsville Redevelopment Area and the Escambia County Enterprise Zone. Designating the property as a Brownfield will provide state funded economic incentives for the redevelopment of the property. The project will be consistent with the land use plan by reducing slum and blight.

**BUDGETARY IMPACT:**

Florida Statute requires two advertised public hearings to allow for public comment. All advertisements to be funded through CRA Admin, Fund 151, Cost Center 220523, Object Code 54901.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Escambia County Legal Office has reviewed and approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Florida Statute requires two advertised public hearings to allow for public comment.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution\_Legal Description\_Maps

**RESOLUTION R2011-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING 3300 MOBILE HIGHWAY AS A BROWNFIELDS AREA WITHIN THE BROWNSVILLE REDEVELOPMENT AREA OF ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE COMMUNITY & ENVIRONMENT DEPUTY BUREAU CHIEF TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Escambia County has considered the criteria set forth in Section 376.80(2)(a)1.4., Florida Statutes, namely whether the proposed Brownfields Area warrants economic development and has a reasonable potential for such activities, whether the area represents a reasonably focused approach and is not overly large in geographic coverage, whether the area has potential to interest the private sector in participating in rehabilitation, and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

**WHEREAS**, the notice and public hearing requirements set forth in Section 125.66(4)(b), Florida Statutes, have been followed. Notices were published in the Pensacola News Journal on December 18, 2010 and January 8, 2011 and two public hearings were held on January 6, 2011 at 5:31 p.m. and January 20, 2011 at 5:31 p.m.; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that 3300 Mobile Highway be designated a Brownfields area.

**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 incorporates them herein by reference.

**Section 2.** That the Area depicted on Exhibits A-1 through A-3, attached hereto and incorporated by reference shall be designated as the 3300 Mobile Highway Brownfield Area for rehabilitation in accordance with the intent of Sections 376.77-376.85, Florida Statutes.

**Section 3.** That Escambia County shall be the entity responsible for the administration of the Brownfields Program pursuant to Section 376.80, Florida Statutes. However, such designation shall not render Escambia County liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(14) and (15), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of a Brownfields site rehabilitation program and as a property owner within the designated Brownfields Area.

**Section 4.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *Kristin Howard*

Title: PCA

Date: 11/16/10

Exhibit A-1

Legal Description: 3300 Mobile Highway

LOTS 3, 4 AND 5, BLOCK 256, MULWORTH SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 40, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN O.R. BOOK 5807, PAGE 440, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.





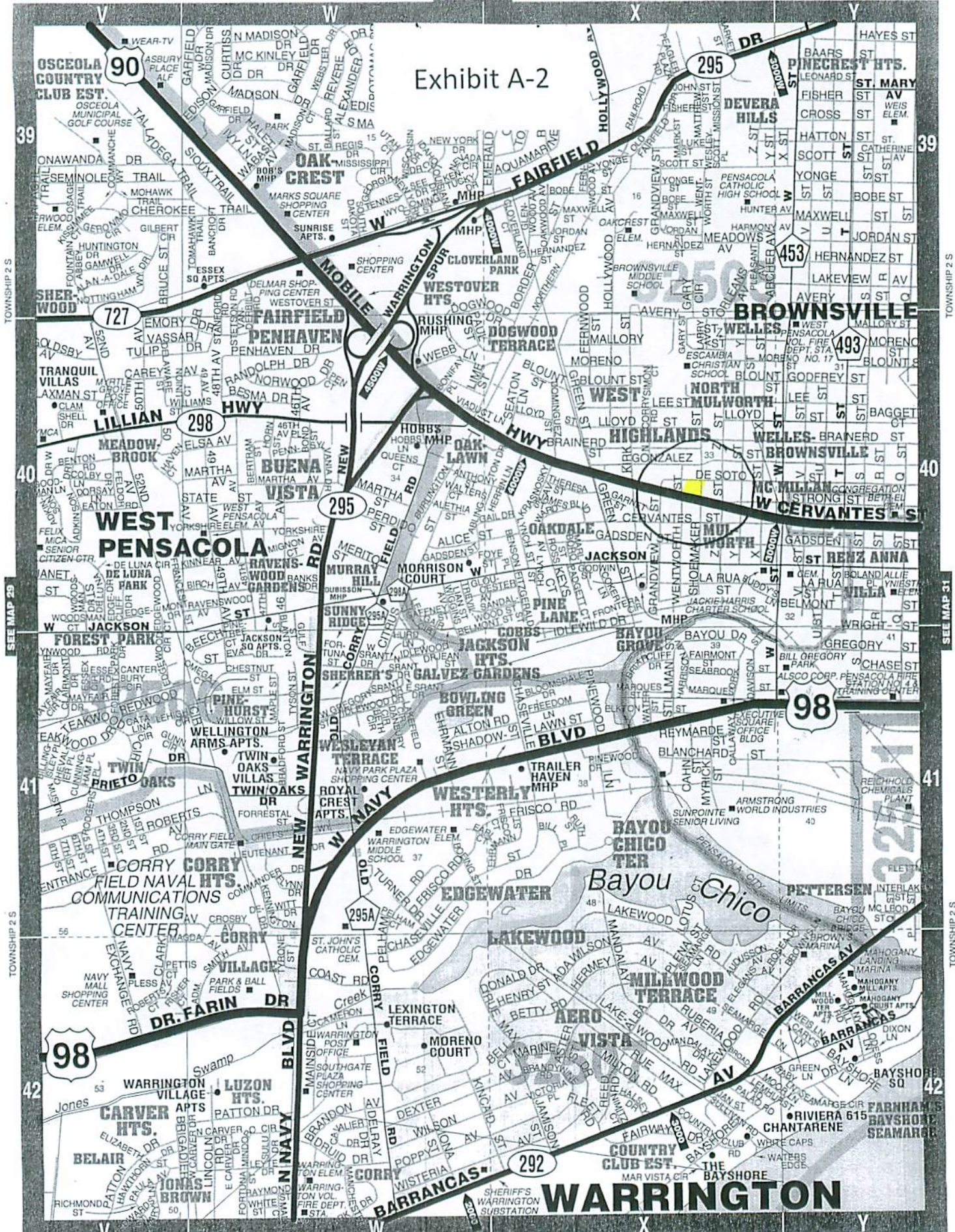
# WARRINGTON, WEST PENSACOLA, JACKSON HTS., CORRY FIELD

RANGE 30 W

SEE MAP 24

RANGE 30 W

## Exhibit A-2



TOWNSHIP 2 S

TOWNSHIP 2 S

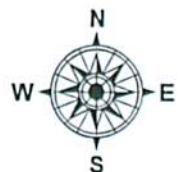
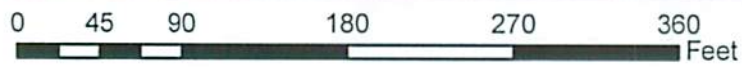
SEE MAP 29

SEE MAP 31

TOWNSHIP 2 S

TOWNSHIP 2 S

# 3300 Mobile Highway Exhibit A-3





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-258

Item #: 8.

**BCC Regular Meeting**

**Date:** 01/06/2011  
**Issue:** Committee of the Whole Recommendation  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office  
**CAO Approval:** N/A

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**Information**

**RECOMMENDATION:**

Recommendation: The Committee of the Whole (C/W), at the December 16, 2010, C/W Workshop, recommends that the Board take the following action:

- A. Adopt the list of priorities for bridges for the next five years (as outlined in the Escambia County Bridge Prioritization & Budget Needs PowerPoint Presentation prepared by Hatch Mott MacDonald [C/W Item 3]);
- B. Authorize the County Attorney to advertise a Non-Binding Request for Letters of Interest/ Request for Proposals for Outside Counsel for BP Oil Spill Issues (C/W Item 4); and
- C. Direct staff in the County Attorney's Office and the Planning Division to prepare, and schedule a Public Hearing for consideration of adopting, an Ordinance, similar to those adopted by other communities, that would prohibit fraternity housing and other unsuitable types of activities in the R 1, Single-Family District, Low Density (C/W Item 7).

**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

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**Attachments**

CW Recommendation



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

• AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS •

FINANCE  
JURY MANAGEMENT  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
ONE STOP  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

**MEMORANDUM**

TO: Honorable Board of County Commissioners

FROM: Honorable Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller

By: *Doris Harris*  
Doris Harris, Deputy Clerk to the Board

DATE: December 27, 2010

RE: Committee of the Whole Workshop Recommendation

Recommendation: The Committee of the Whole (C/W), at the December 16, 2010, C/W Workshop, recommends that the Board take the following action:

- A. Adopt the list of priorities for bridges for the next five years (*as outlined in the Escambia County Bridge Prioritization & Budget Needs PowerPoint Presentation prepared by Hatch Mott MacDonald [C/W Item 3]*);
- B. Authorize the County Attorney to advertise a Non-Binding Request for Letters of Interest/ Request for Proposals for Outside Counsel for BP Oil Spill Issues (*C/W Item 4*); and
- C. Direct staff in the County Attorney's Office and the Planning Division to prepare, and schedule a Public Hearing for consideration of adopting, an Ordinance, similar to those adopted by other communities, that would prohibit fraternity housing and other unsuitable types of activities in the R-1, Single-Family District, Low Density (*C/W Item 7*).

DCH/



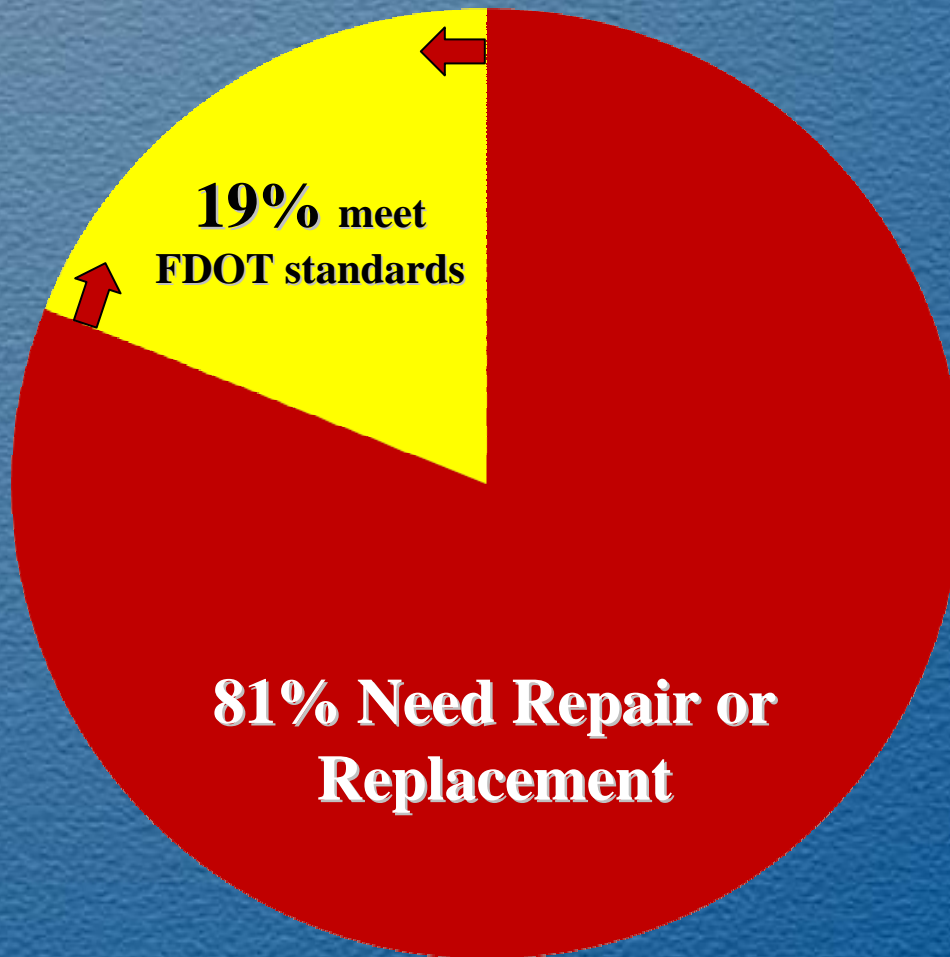
# Escambia County Bridge Prioritization & Budget Needs

Hatch Mott MacDonald  
December, 2010





# Condition of Escambia County Bridge Inventory

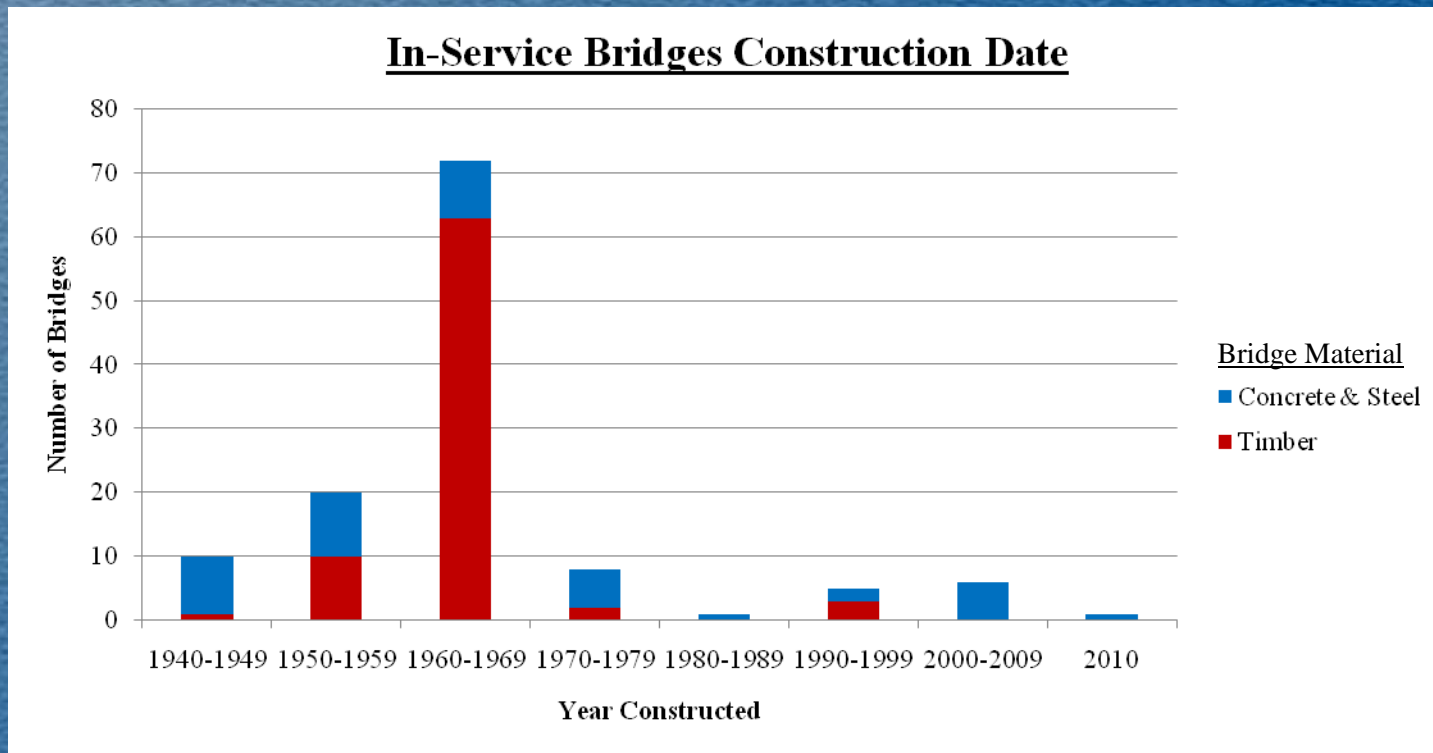


- 123 County maintained bridges
- 19% - meet FDOT Standards
- Bridges are Safe - deficient bridges either Posted or Closed
- 66% - Posted for Weight Restrictions
- 8 Bridges - Reduced Weight Limits in last 6 months
- 11 Bridges – Closed for repairs in last 2 years

County Maintained Bridges



# Increasing Number of Problems



- Structures nearing or beyond useful service life - 42% at least 50 years old
- Typical age for significant problems: Concrete/Steel – 50 years; Timber – 35 years





# Purpose of Prioritization & Budget

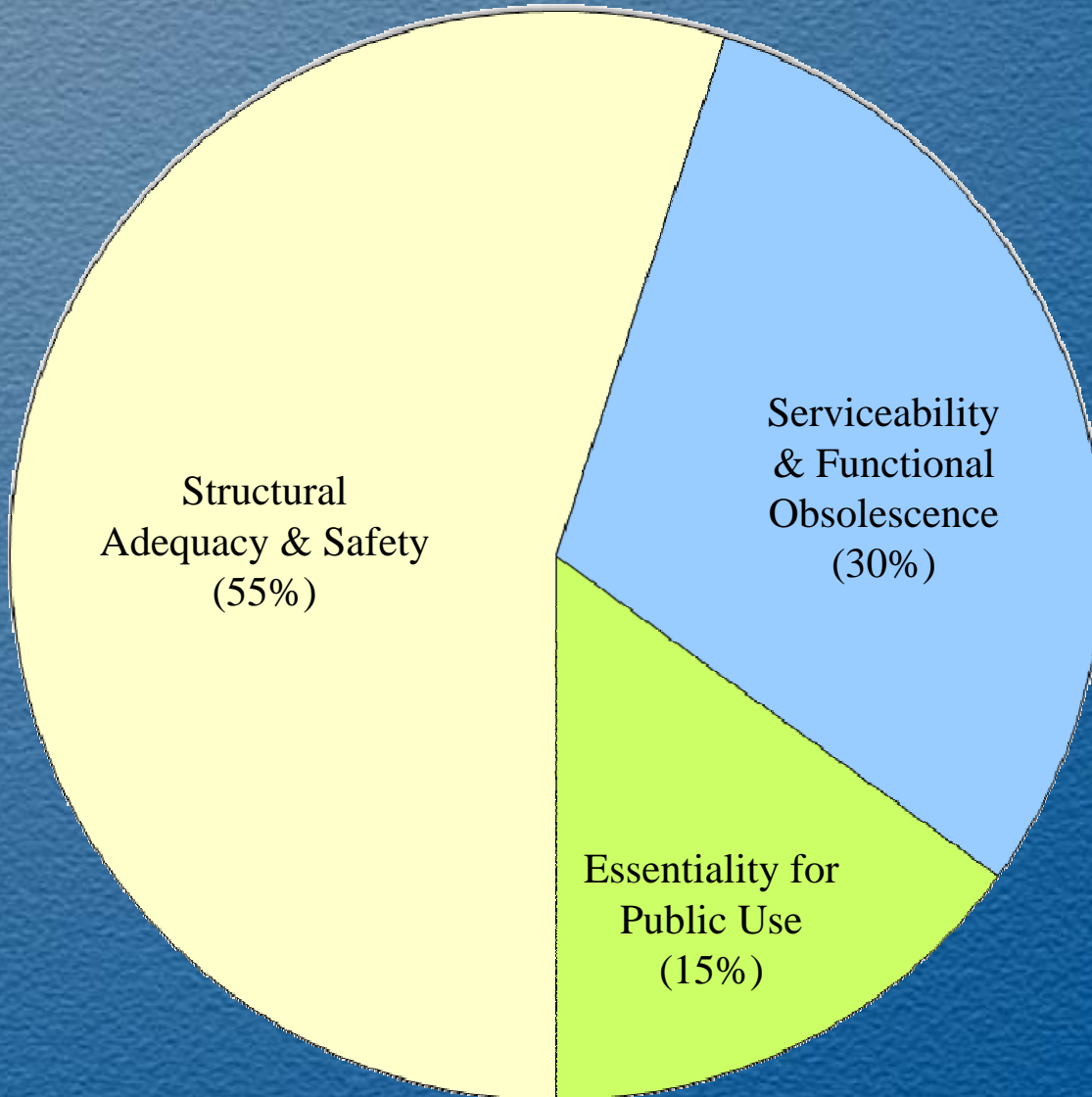


- Evaluate Inventory Condition State
- Establish Process to Rank Bridges for funding allocation
- Identify Minimum LOS and Long-Term Goals
- Develop Work Plan & Required Budget
- Start Process to Reduce Deterioration Rate, Improve Safety & Functionality

County Maintained Bridges



# Background - Sufficiency Rating (SR)



- Sufficiency Rating (SR) formula developed by FHWA to compare a bridge to Current Standards
- SR essential to FHWA & most state funding and ranking
- FHWA uses SR to determine eligibility for bridge replacement or rehabilitation funding
- 16% County bridges have SR < 50% (replacement)
- 72% County bridges have SR < 80% (rehabilitation)



# Background – FHWA Bridge Deficiency



- **Structurally Deficient:**
  - a. Significant load carrying elements are in poor condition
  - b. Bridge is not strong enough (requires load posting)
  - c. Waterway opening is insufficient and bridge floods frequently
  - d. **11% of County Bridges are Structurally Deficient**
  
- **Functionally Obsolete:**
  - a. Bridge does not meet Current Standards
  - b. Too narrow, not enough clearance, inadequate alignment
  - c. Not strong enough to carry current design loads
  - d. Waterway opening inadequate
  - e. **19% of County Bridges are Functionally Obsolete**



## Bridge Prioritization – Ranking Formula



- Developed a Priority Rating (PR) formula to rank bridges from worst to best
- Applies reductions to the SR to emphasize County's priorities
- Places greater importance on the **Structural Condition & Strength**
- Bridge **Safety** is top priority for County

Escambia County Bridge Ranking Formula:

$$PR = SR - [\text{Condition Reduction}] - [\text{Strength Reduction}]$$



# Ranking & Budget Spreadsheet



 Escambia County Engineering

**Bridge Prioritization and Budget Plan**

- Input Condition Data** Step 1: Enter Bridge Condition Data
- Input Cost Data** Step 2: Enter Cost & Level of Service Data
- Establish Budget** Step 3: Choose Bridges to be Replaced, Repaired or Maintained to set Budget
- View Budget** Step 4: View Budget
- View Workplan** Step 5: View Workplan
- View Calculations**

 2010  
Hatch Mott MacDonald

- Provides form for entering bridge condition and cost data
- Automatically ranks bridges based on the PR formula
- Calculates maintenance, repair and replacement costs and performs financial comparisons
- Calculates repaired service life, SR, and PR
- Analyzes repaired bridge deficiency and FDOT goals compliance
- Provides decision data and allows entry of bridge disposition decisions
- Summarizes 5-year Budget and Workplan



# Five-Year Bridge Budget



2010 Bridge Budget Summary		
Item	Cost	% of Total
Replacement =	\$ 4,069,437	75.4
Repair =	\$ 392,157	7.3
Maintenance =	\$ 126,103	2.3
New Structures =	\$ 809,594	15.0
<b>Total Bridge Budget =</b>	<b>\$ 5,397,291</b>	100.0

2011 Bridge Budget Summary		
Item	Cost	% of Total
Replacement =	\$ 4,598,948	82.7
Repair =	\$ -	0.0
Maintenance =	\$ 127,188	2.3
New Structures =	\$ 834,024	15.0
<b>Total Bridge Budget =</b>	<b>\$ 5,560,159</b>	100.0

2012 Bridge Budget Summary		
Item	Cost	% of Total
Replacement =	\$ 4,836,617	82.9
Repair =	\$ -	0.0
Maintenance =	\$ 124,730	2.1
New Structures =	\$ 875,532	15.0
<b>Total Bridge Budget =</b>	<b>\$ 5,836,879</b>	100.0

2013 Bridge Budget Summary		
Item	Cost	% of Total
Replacement =	\$ 4,707,419	82.8
Repair =	\$ -	0.0
Maintenance =	\$ 126,456	2.2
New Structures =	\$ 853,037	15.0
<b>Total Bridge Budget =</b>	<b>\$ 5,686,911</b>	100.0

2014 Bridge Budget Summary		
Item	Cost	% of Total
Replacement =	\$ 4,776,247	82.8
Repair =	\$ -	0.0
Maintenance =	\$ 126,379	2.2
New Structures =	\$ 865,169	15.0
<b>Total Bridge Budget =</b>	<b>\$ 5,767,795</b>	100.0

Total Number of Bridges that do not meet the minimum LOS after (5) years =	<b>0</b>
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Note:  
Budgets for all years are represented in current year dollars.



# Recent Bridge Expenditures



## Bridge Repairs last 2 years:

- Repaired 10 bridges with Total Repair Cost = \$467,110
- Does not include recent closure, CR 99 at Pine Barren Creek (\$100,000 estimated)

## Bridge Replacements:

- Replaced 1 bridge: \$471,000 - 2010
- In the process of replacing 2 additional bridges: \$1,000,000 estimated cost – 2011

## Future Allocated Budget for Replacement & Repairs:

- 2013 - \$2 million
- 2014 - \$1 million
- 2015 - \$1 million
- 2016 - \$500,000
- 2017 - \$500,000



# What's Next?



*CR99 at Pine Barren Creek*



*Crutch Bent at Jack's Branch*

- ✓ Expanding Bridge Maintenance Pricing Agreement
- ✓ Standard Plans for Small Bridge Replacements
- ✓ Search for Funding Sources needed to implement the plan



## Option 1

### Code of Ordinances

#### Chapter 18 Businesses

#### Section 18- Landlord Permits

#### Article XI- Landlord Permits

##### Sec. 18-600 . -Authority

This article is enacted pursuant to the authority of F.S. ch. 125 and pursuant to the general laws of the state.

##### Sec. 18-601. - Jurisdiction

The areas subject to this article shall be all unincorporated areas of the county.

##### Sec. 18-602. – Landlord Permits

(a) Application for permit; issuance of permit. Every owner of a single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, roominghouse, dormitory or other dwelling unit within a district designated in section 7.22.00 of this Code is required to get an annual landlord permit from the county administrator or designee prior to allowing the occupancy of such unit by another natural person or other natural persons, unrelated to the owner, whether or not for consideration, except as provided in subsection (b). In the case of multiple owners of any such dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the unit. The application shall be in writing and on a form provided by the county. Such annual permit shall be valid from August 1 through July 31 of each year, unless revoked, and shall be issued provided:

(1)

An annual regulatory fee in accordance with the schedule set out in Appendix A is paid.

(2)

The owner or agent and the dwelling unit are in compliance with this article.

(3)

The owner or agent provided the correct street address for the dwelling unit on the permit application.

(b)

Exemption. The provisions of this section do not apply if the dwelling unit is occupied by less than three persons 18 years of age or older, one of whom is the owner, and the children of the owner or the other person.

(c)

Payment; late payment. The county shall bill each applicant or holder of a landlord permit for the annual fee, once the county administrator or designee determines that all requirements for the permit have been met. If payment is not received on the due date, an extra fee shall be due and payable as specified in Appendix A. If payment is not received within the time frames specified in Appendix A, the county administrator or

designee may refer the account to a collection agency. If the collection agency does not collect the amount due within 90 days of the referral, or if the county administrator or designee decides not to refer the account to a collection agency, the applicant or permit holder shall be subject to notice of citation for violation of this article and proceedings before the code enforcement board.

**(d)**

Failure to apply for permit. If the county administrator or designee has reasonable cause to believe that a dwelling unit is occupied without a permit in violation of this article, the owner of the property shall be given notice that a permit is required and that an application must be filed with the county within 30 days of the notice. If an application is not received on the due date, an extra fee shall be charged for the permit as specified in **Appendix A**. Failure to apply, or provide evidence that a permit is not required, within the time frames specified in **Appendix A** shall subject the owner to citation for violation of this article and proceedings before the code enforcement board.

**(e)**

Certifications of applicant for permit. The applicant for a landlord permit will be required to make the following certifications. Failure to comply with any of the certifications shall be grounds for revocation of the permit for that unit, as described in section 18.604 or denial of a permit as described in section 18-605.

**(1)**

Prior to allowing occupancy of the dwelling unit covered by the permit, the owner or agent provided each tenant with a copy of:

**a.**

F.S. ch. 83, pt. II, entitled "Residential Tenancies";

**b.**

Chapter 18, Article XI of this Code, entitled "Landlord Permits"; and

**c.**

A pamphlet prepared by the county containing guidelines for rentals in residential neighborhoods.

**(2)**

In the event the county provides notice to the property owner or agent of repeated violations of certain ordinances occurring at the dwelling unit, as provided in section 18.603, the owner or agent will pursue all lawful remedies available under F.S. § 83.56, regarding termination of the rental agreement due to the tenant's failure to comply with F.S. ch. 83, the provisions of the lease or this Code.

**(3)**

The applicant is the fee simple owner of the dwelling unit or the agent of the fee simple owner of the dwelling unit.

**(4)**

The applicant owner has provided the county with an agent as required by subsection 18.603(a), if applicable.

**(f)**

Definitions. Unless otherwise specified in this article, "Days" shall mean calendar days and "Notice" shall mean written notice (1) delivered by certified mail, return receipt requested, to the last known address of the owner or agent, or (2) posted at the dwelling unit, in the event delivery cannot be made by the method specified in (1).

**Sec. 18.603. -Requirements of Owner**

**(a)**

Appointment of agent. Any owner who resides, either at the time of procuring a permit or after having procured a permit, outside of Escambia County shall appoint an agent who resides within the county for the purpose of receiving notices from the county concerning the permit. The owner shall notify the county in writing of the name, address, and telephone number of the agent.

**(b)**

List of tenants. The owner or agent shall maintain a list of the names of tenants in each dwelling unit. Such lists shall be available to the county upon reasonable notice.

**(c)**

Violations; warnings; points. Rental units where there are repeated warnings of violation and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of the following county ordinances:

**(1) Chapter 42, Environment**

**(2) Chapter 10, Animal Control**

**(3) Chapter 82, Solid Waste or**

**(4) Section 7.22.00 concerning habitation by more than one family,**

where the violation takes place at a unit regulated by this article shall be grounds for the accumulation of points as follows:

**(1)**

For one or more written warnings given in any 24-hour period for violation of one or more of the ordinances listed above, one point will be assessed on the landlord permit for that unit. For each instance of adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or plea of no contest (including, but not limited to, payment of fine) for violation of any of the ordinances listed above, two points will be assessed on the landlord permit for that unit. However, to the extent more than one person is adjudicated guilty, found guilty with adjudication withheld, waives the right to contest the violation or pleads no contest for the same violations that occur within a 24-hour period, only two points will be assessed on the landlord permit for that unit. For purposes of this section, written warnings shall mean those warnings issued pursuant to civil citation or code enforcement procedures.

**(2)**

After each point is assessed on a landlord permit for a unit, the county administrator or designee will send a written warning to the owner or agent. Each warning will specify which ordinance or ordinances have been violated and will state that further warnings or violations could lead to a revocation of the

permit. Each warning will be sent by regular mail to the last known address of the owner or agent.

**Sec. 18.604. -Revocation of Permit**

**(a)**

Accumulation of six or more points on a permit for a dwelling unit during three consecutive annual (i.e., August 1 through July 31) permit periods or failure to comply with the certifications required in section 18-602(e), shall constitute a violation of this article, subjecting the owner to proceedings to revoke the permit.

**(b)**

Upon the accumulation of six or more points or failure to comply with certifications as described in (a) above, the following procedure shall be followed:

**(1)**

The county administrator or designee shall cause to be served written notice to show cause why the permit should not be revoked. Service shall be deemed complete if personally delivered upon the owner or agent by any officer authorized by law to serve process or a duly appointed law enforcement officer. The person serving process shall make proof of service within the time during which the person served must respond to the process. If service cannot be personally made within the county, then service may be made by notice.

**(2)**

The owner or agent shall have 15 days from the date of service to request a hearing to contest the revocation of the permit. The request shall be sent to the county administrator by certified mail, return receipt requested. If such request is not timely made, the revocation shall take effect on the 21st day after the date of service to show cause.

**(3)**

Upon request for a hearing, the county administrator is authorized to arrange for the services of a hearing officer to conduct the hearing and to prepare a recommended order.

**(4)**

In conducting the hearing, the hearing officer shall have the power to administer oaths, issue subpoenas, compel the production of books, paper, and other documents, and receive evidence. All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to the hearing officer's recommended order, and to be represented by counsel or other qualified representative. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at common law or a noxious use of private property on the part of the owner or agent shall not be a defense by such owner or agent.

**(5)**

If the hearing officer finds either: (a) the accumulation of the six points and the existence of a public nuisance at common law or noxious use of private property, or (b) the owner failed to comply with the certifications as required in section 18-602(e), the hearing officer shall prepare a recommended order.

(6)

If the hearing officer finds no failure to comply with the certifications exists, no public nuisance at common law or noxious use of private property exists, or that the owner has recovered possession of the dwelling unit, the hearing officer will prepare a recommended order to dismiss the revocation action and recommend which points, if any, should be rescinded from the permit based upon the actions taken by the landlord to seek compliance with the county's ordinances.

(7)

The hearing officer's recommended order shall consist of findings of fact, conclusions of law and recommended relief. The hearing officer shall transmit the recommended order to the county administrator and the owner or agent. The owner or agent shall have 15 days from the date of the hearing officer's order to submit written exceptions to the hearing officer's recommended order. The county administrator shall review such order and any written exceptions by the owner and may set forth any deficiencies he/she finds with respect to the order. Said deficiencies shall be limited to determinations that the findings were not based upon competent, substantial evidence, or that the proceedings on which the findings were based did not comply with the essential requirements of law. In reviewing such recommended order, the county administrator shall not have the power to receive or consider additional evidence and shall not have the power to reject or modify the findings of fact or conclusions of law contained in the recommended order. The county administrator may remand the recommended order along with the delineated deficiencies back to the hearing officer for consideration of the deficiencies. The hearing officer shall address the deficiencies in an addendum to the recommended order. The county administrator shall then either: (a) adopt the recommended order and addendum, if applicable, in its entirety; or (b) adopt the findings of fact and conclusions of law in the recommended order and addendum, if applicable, and reject or modify the recommended relief. The action of the county administrator shall be the final order of the county.

(8)

The county administrator or designee shall provide notice of the final order within 15 days of the date of the final order.

(9)

If the permit is revoked under these procedures, the owner or agent shall have 15 days from the date of the final order to commence proceedings to recover possession of the rental unit under state law, if not already done. The owner or agent shall diligently pursue the process of eviction to completion. The owner or agent shall provide copies of all documents provided to the tenants or filed with the court concerning the eviction process to the county administrator or designee. If the owner fails to comply with these provisions, or fails to abide with the final order of the county, the county may cite the owner for violation of

section 18.602 (renting without a landlord permit), or seek other available legal or equitable relief.

**(10)**

In addition to the above-described procedures, the county attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.

**(11)**

The final order of the county is subject to certiorari review in a court of competent jurisdiction in Escambia County, Florida.

**Sec. 18.605. -Denial of Permit**

**(a)**

The county administrator or designee may deny issuance of any permits applied for under this section if it is determined either that the owner or agent has made material misrepresentations about the condition of his/her property or status of ownership, or that the occupancy of the property is in violation of section 7.22.00 or that the owner or agent has refused to make or comply with the certifications required in subsection 18.602(e) or that the owner has otherwise violated a provision of this article.

**(b)**

If the county administrator or designee determines there is reasonable cause to believe that there are grounds to deny a permit applied for the county administrator or designee shall provide notice of the denial, including the grounds for the denial.

**(c)**

Within 15 days of the date of the notice, the owner may request in writing to the county administrator a hearing on the denial. The county administrator or designee shall schedule the hearing to occur within 15 days after receiving the request for hearing and shall notify the owner at least five days in advance of the time and location for the hearing. The hearing may be postponed if mutually agreed upon by the county administrator and the owner.

**(d)**

The hearing shall be conducted informally and adherence to the rules of evidence normally followed by the courts shall not be required. Any person may present testimony, documents or other evidence as deemed relevant by the county administrator or designee. Any person may be represented by counsel.

**(e)**

The county administrator or designee shall consider all evidence presented, and if the preponderance of the evidence supports the allegation of violation the permit shall be denied. If the preponderance of the evidence does not support the allegation of violation, the permit shall be issued. The decision of the county administrator or designee may be appealed by a writ of certiorari to a court of competent jurisdiction in Escambia County, Florida.

**(f)**

The county administrator or designee may waive the denial requirement as to any permit if it is determined that the owner has attempted in good faith to comply with this article. In determining asserted good faith as required for a waiver, the county

administrator or designee may consider, but not be limited to, the owner response to current violations and remedy of past violations.

(g)

If a permit is denied under this section, the owner whose permit was denied shall not be issued another permit on the same dwelling unit for a period of 6 months after the date of denial.

#### **Sec. 18.606. -Inspections and Complaints**

(a)

Inspections. By applying for a permit, the owner agrees to allow inspection of the unit for violations of this article, as well as violations of the housing code (chapter 58 of the Code of Ordinances) at any reasonable time; however, this provision shall not be interpreted as authorizing the county to conduct an inspection of an occupied rental unit without obtaining either the consent of an occupant or a warrant.

(b)

Complaints. Each complainants shall be requested to state his/her name and addresses and give a statement of the facts giving rise to the complainant's belief that the provisions of this article are being violated. Such information may be obtained orally or in writing. A complainant may be subpoenaed to appear in a revocation or denial proceeding to provide evidence or testimony.

### **Part III- Land Development Code**

#### **Article III- Definitions**

##### **Section 3.02.00 Terms Defined**

**Dwelling- Single-family,** A detached building designed as a single dwelling unit. In the R-1, R-1PK, V-1, VR-1, V-2A, R-2, R-2PK, and VR-2 zoning districts as specified by this chapter means a single residential building consisting of one dwelling unit that is arranged, intended or designed for one family. A residential building with more than one meter for any utility (unless multiple meters are needed and billing is combined to one address); more than one address to the property; or more than two of the same major appliance (refrigerator, range, oven, kitchen sink, dishwasher, washer or dryer), even if consolidated in one kitchen or area, shall be considered a multifamily dwelling. In all other zoning districts, "single-family dwelling" means a structure containing only one dwelling unit.

**Family** means one natural person, or a group of two or more natural persons, living together and interrelated by bonds of blood, marriage or legal adoption, plus no more than two additional, unrelated, natural persons, occupying the whole or part of a dwelling unit as a separate housekeeping unit. A family also includes any foster children placed in a lawful foster family home and includes a community residential home, as defined in this chapter, with six or fewer residents. The persons constituting a family may also include domestic servants and temporary gratuitous guests. "Temporary gratuitous guests" as used herein shall refer to natural persons occasionally visiting such housekeeping unit for a short period of time not to exceed 30 days within a 90-day period.

Landlord means any person, owner, agent, individual, firm or corporation or any combination thereof who leases, sublets, rents or allows the occupancy of any single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, roominghouse, dormitory or other dwelling unit to or by another person or persons not members of his/her family in designated districts whether or not for consideration.

Roominghouse means a dwelling used, or intended to be used, for the furnishing of sleeping accommodations for pay to transient or permanent guests and in which no more than 2,500 gross square feet of space are used, or intended to be used, for such purpose. Meals or housekeeping facilities may also be provided such guests or tenants, but no roominghouse shall maintain a public eating or drinking place in the same building or in any building in connection therewith.

### Part III- Land Development Code

#### Article 7- Performance Standards

##### Section 7.22.00- Residential Leases

###### (a)

Findings. Certain designated districts within the unincorporated areas of the county are in many cases being plagued by violation of limitation as to single-family occupancy. The number of persons occupying a dwelling in certain designated districts, if increased above one family as defined in section 3.02.00, is detrimental and hazardous to the public health, welfare, safety and morals of the citizens of this community. The result of more persons occupying a dwelling than is permitted by the aforementioned section is a public nuisance and causes deterioration of the surrounding property values.

###### (1)

Designated districts. Districts R-1, R-1PK, V-1, VR-1, V-2A, R-2, R-2PK, and VR-2 as specified by this chapter with an overall residential density limit of no more than four dwelling units per acre shall be subject to this section.

###### (2)

Unlawful leases. No owner or landlord shall enter into any agreement, contract, lease or sublease which provides for, permits, allows, contemplates or facilitates occupancy of any single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, roominghouse, dormitory or other dwelling unit in a designated district by more than one family as defined in section 3.02.00. Any agreement, contract, lease or sublease which provides for, permits, allows, contemplates or facilitates such occupancy by more than one family is unlawful and is hereby declared to be contrary to public policy.

###### (3)

Prohibited acts. It shall be unlawful:

###### a.

For any landlord or owner as defined in this chapter to rent, lease, sublease or allow the occupancy of his/her property by another person or persons not related by blood, marriage or legal adoption, excluding foster children and residents of community residential homes in a designated district, without having a permit as provided herein.



**b.**

For any landlord as defined herein, for any owner of property, or for any tenant, subtenant, lessee, single-family dwelling, two-family dwelling, three-family dwelling, four-family dwelling, multiple-family dwelling, roominghouse, dormitory or other dwelling unit, to violate or to cause or allow a violation of any of the ordinances of the county, including this subsection (a).

**c.**

For any person, lessor, tenant, lessee, occupant, landlord, sublessee, owner, individual, firm or corporation to violate any of the provisions of this subsection (a).

**(4)**

*Other relief.* In addition to any other remedy provided for herein, if the building official has reasonable cause to believe that this subsection (a) is being violated, he/she may request the county administrator to file an appropriate action to correct the violation.

**(5)**

*Excess occupancy creating a public nuisance.* Whoever shall erect, establish, continue or maintain, own or lease, or occupy any place where any law of the state or ordinance of the county is violated, including this subsection (a), shall be deemed guilty of maintaining a nuisance. All such places shall be abated and persons enjoined as provided in F.S. § 60.05(1) or F.S. § 60.06.

## Option 2

### Part III- Land Development Code

#### Article III- Definitions

##### Section 3.02.00 Terms Defined

***Dwelling, multifamily.*** A building whose use is residential and containing three or more dwelling units on a single parcel, including, but not limited to, triplex, quadruplex, condominium, apartment structure, or building.

***Dwelling, single-family.*** A detached building containing only one dwelling unit designed as a single dwelling unit for or occupied exclusively by one family.

***Dwelling, single-family attached.*** A one-family dwelling attached to two or more one-family dwellings by vertical common fire-resistant walls, with each dwelling unit located on a separate lot. Each dwelling unit and lot must meet the minimum lot size requirements for single-family attached dwellings or townhouses set forth in the applicable zoning district.

***Dwelling, two-family (duplex).*** A detached building designed for with two dwelling units with accommodations for each dwelling unit independent of each other, and intended to be occupied by two families on one lot or parcel of land.

***Dwelling unit.*** A single room or unified combination of rooms, regardless of form of ownership, that is designed, occupied or intended for residential use by one family the exclusive use of a single household. The term shall include, but not be limited to, condominium units, mobile homes, manufactured housing, individual apartments and individual houses.

***Family.*** The term "family" means one natural person, or a group of two or more natural persons, living together and interrelated by bonds of blood, marriage or legal adoption, plus no more than two additional, unrelated natural persons, occupying the whole or part of a dwelling unit as a separate housekeeping unit. A family also includes any foster children placed in a lawful foster family home and includes a community residential home with six or fewer residents. The persons constituting a family may also include temporary gratuitous guests. The term "temporary gratuitous guests" as used in this definition shall refer to natural persons occasionally visiting such housekeeping unit for a short period of time not to exceed 30 days within a 90-day period.

***Rooming house*** The term "rooming house" means a single-family dwelling or either unit of a two-family dwelling (duplex) which is rented for a valuable consideration or wherein rooms with or without cooking facilities are rented for a valuable consideration to or occupied by four or more natural persons unrelated by blood, marriage or legal adoption to the owner of the house or unrelated by blood, marriage or legal adoption to each other. Foster children placed in a lawful foster family home, a community residential home with six or fewer residents, a nursing home, or a residential care facility shall not be considered a rooming house. Temporary gratuitous guests as used herein shall refer to natural persons occasionally visiting the single-family house for a short period of time not to exceed 30 days in a 90-day period.

## Land Development Code

### Article 9- Nonconforming Uses and Noncomplying Structures

#### Section 9.08.00- Rooming Houses as Nonconforming Uses

**(a)**

All rooming houses in existence on or before (date of ordinance) \_\_\_\_\_, in the following zoning districts: R-1, R-1PK, V-1, VR-1, V-2A, R-2, R-2PK, and VR-2, which districts prohibit rooming houses as permitted uses, shall register with the county as nonconforming uses on or before \_\_\_\_\_.

**(b)**

Failure to register as a nonconforming use with the county shall result in failure to obtain nonconforming use status.

**(c)**

No dwelling may continue to be used as a rooming house in the zoning districts designated in subsection (a) of this section if it is not registered as a nonconforming use on or before \_\_\_\_\_. Dwellings not used as a rooming house on or before \_\_\_\_\_, shall not be allowed nonconforming use status as a rooming house under this section.

**(d)**

The owner of a rooming house seeking designation under this section as a nonconforming use shall, at the time of registration of the rooming house under this section, appoint an agent who resides within the county for the purpose of receiving notices from the county concerning the use of the nonconforming property. The owner shall provide the name, address, and telephone number of the agent. The agent shall be available to be contacted 24 hours a day, seven days a week, regarding the rooming house.

**(e)**

The owner of a rooming house that has been designated as a nonconforming use shall submit to the county annually a registration renewal application with the appropriate fee as prescribed the schedule of fees adopted by resolution of the Board of County Commissioners. The application shall be made on the form prescribed by the county. The application must be received no later than March 31 of each year. Any application received after that date shall be considered late and shall be charged twice the standard renewal fee prescribed in the schedule of fees. The designated nonconforming use status shall be immediately revoked if a complete renewal application is not received within 120 days after the renewal date.

**(f)**

A rooming house may lose its status as a nonconforming use if the county's neighborhood and community services bureau confirms that on three or more separate occasions within a six-month period, civil or criminal citations have been issued at the address of the rooming house, or the property is determined to be a public nuisance pursuant to chapter 30 of the Code of Ordinances. Multiple citations issued to different people at a single address at the same time shall not be considered "separate occasions." In determining whether a nonconforming use shall be terminated, citations on matters including, but not limited to, the following shall be considered:

- (1) Chapter 42, Environment
- (2) Chapter 10, Animal Control
- (3) Chapter 82, Solid Waste
- (4) Section 7.22.00 concerning habitation by more than one family.
- (5) Failure to comply with subsections (d) or (e) of this section
- (6) State law regarding any of the above topics.

(g)

Determination of a loss of nonconforming use status for a rooming house shall be made in accordance with section 9.09.00 pertaining to loss of legal nonconformity status for rooming houses.

(h)

A decision by the staff committee under section 9.09.00(a) to seek review by the rooming house code board shall be a material breach of a lease of any rooming house regulated by this section, and grounds for termination of the lease.

(i)

Rooming houses shall not be eligible for nonconformity relief procedures set forth in section 9.04.00.

(j)

The provisions of section 9.01.00 shall apply to rooming houses with nonconforming use status only to the extent those provisions do not conflict with this section.

(k)

Rezoning.

(1)

At any time property within the county is rezoned from any zoning district which allows rooming houses as a permitted use or any other district which prohibits rooming houses, the owner of any rezoned parcel on which a rooming house is located at the time of rezoning shall have 30 days from the date the rezoning is approved by the county commission to file an application under this article to apply for nonconforming use status.

(2)

Notice of this provision shall be included in notices sent to property owners for rezonings to districts which prohibit rooming houses.

(3)

If the rezoning is challenged in court, the owner shall have 30 days from the date the judicial challenge is finally resolved to file an application for nonconforming use status.

(4)

Once a rooming house receives nonconforming use status under this subsection (j), all provisions of this Code derived from Ord. No. \_\_\_\_\_, shall apply to the parcel.

Section 9.09.00- Loss of legal nonconformity status for rooming houses; procedures

(a)

At such time as it is confirmed that, on three or more separate occasions within a six-month period, civil or criminal citations have been issued at the address of a rooming house, a staff committee composed of one representative from the sheriff's office, neighborhood and community services, and the county attorney's office shall review the citations to determine if the citations warrant a hearing before the rooming house code board for possible termination of nonconformity status of the rooming house where the citations were issued.

**(b)**

If the staff committee determines that the citations warrant further review by the rooming house code board, the neighborhood and community services bureau shall give notice to the owner or agent of the rooming house that a hearing before the rooming house code board will be set to determine whether the nonconformity status of the rooming house should be terminated. The notice shall be given by certified mail, return receipt requested, shall clearly state the reasons for the hearing, and shall specify the date and time of the hearing. Each notice shall include a conspicuous note informing the property owner or agent that, if a person decides to appeal any decision made by the rooming house code board, he or she will need a record of the proceedings; and, for such purpose, may need to ensure that a verbatim record of the proceedings is made. (See F.S. § 286.0105.)

**(c)**

The county administrator shall appoint five members to the rooming house code board to conduct hearings on the termination of nonconformity status for rooming houses. Of the five members, one shall be a landlord with at least five years experience as a landlord; one shall be a licensed real estate agent with at least five years experience in property management; one shall be a college or university student over the age of 18; one shall be a homeowner who resides in one of the following zoning districts: R-1, R-1PK, V-1, VR-1, V-2A, R-2, R-2PK, and VR-2 ; and one shall be a representative recommended by the council of neighborhood associations. All members shall reside within the county.

**(d)**

Each member of the rooming house code board shall serve at the pleasure of the county administrator.

**(e)**

Hearings shall be staffed by neighborhood and community services, and shall be conducted in the following manner:

**(1)**

All hearings shall be held within 30 days of the date the notice from neighborhood and community services was served on the property owner or agent, unless all parties stipulate to a later date.

**(2)**

All hearings shall be open to the public.

**(3)**

The parties in the hearing shall be the property owner or agent, the property owner's witnesses, county staff, and witnesses.

**(4)**

Neighborhood and community services shall provide the following to the rooming house code board at least five working days prior to the hearing:

**a.**

The notice sent to the property owner or agent;

**b.**

Copies of the citations issued at the rooming house address; and

**c.**

A staff report and recommendation with proposed findings.

**(5)**

All witnesses shall testify under oath and be subject to reasonable cross examination, unless all parties waive these formalities.

**(6)**

Neighborhood and community services shall present its case, followed by the property owner or agent.

**(7)**

The chair of the rooming house code board shall decide all questions of procedure and admission of evidence. The board may request additional evidence as it deems necessary and appropriate.

**(8)**

The rooming house code board may order the hearing continued until a date certain if necessary to obtain additional information for determination of the matters at issue.

**(9)**

The rooming house code board shall promptly enter a written order, with findings of fact.

**(10)**

Ex parte communications with any member or alternate member of the rooming house code board on the merits of the matter before it are prohibited. However, the foregoing does not prohibit discussions between the chair of the board and county staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the matter.

**(f)**

If the rooming house code board determines that the nonconforming use status of a rooming house should be terminated, the order shall be effective 30 calendar days after it is rendered unless the property owner or agent initiates eviction proceedings against the residents of the rooming house. In that event, the nonconforming use status of the rooming house may continue as long as the property owner or agent diligently prosecutes the eviction proceedings.

**(1)**

Notwithstanding the foregoing, if the same rooming house is the subject of proceedings before the rooming house code board under this section more than once during a 12-month period, and the rooming house code board finds in each proceeding that the nonconforming status of the subject rooming house should be terminated, the nonconforming use status of that rooming

house may be terminated, regardless of whether eviction proceedings have begun.

**(2)**

If county staff intends to request termination of nonconforming use status under subsection (f)(1) of this section, the notice to the owner or agent sent pursuant to subsection (a) of this section shall specifically and conspicuously advise the owner or agent that such relief is being requested.

**(g)**

Any party aggrieved by the decision of the rooming house code board may seek judicial relief in circuit court by seeking certiorari review. The effect of the board's order shall be stayed until the circuit court proceedings are concluded.

**AI-263**

**Item #: 9.**

**BCC Regular Meeting**

**Date:** 01/06/2011

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**Information**

**SUBJECT:**

Clerk of Court's and Comptroller's Report

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**Attachments**

20110106 CR



**BACKUP NOT INCLUDED WITH THE CLERK'S REPORT IS AVAILABLE FOR REVIEW  
IN  
THE OFFICE OF THE CLERK TO THE BOARD  
ESCAMBIA COUNTY GOVERNMENTAL COMPLEX, SUITE 130**

CLERK OF THE COURTS & COMPTROLLER'S REPORT  
January 6, 2011

I. CONSENT AGENDA

1. That the Board accept, for filing with the Board's Minutes, the following seven Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:
  - A. The following two Payroll Expenditures:
    - (1) Pay Date December 10, 2010, in the amount of \$2,208,680.65; and
    - (2) Pay Date December 23, 2010, in the amount of \$2,272,788.11;
  - B. The following four Disbursements of Funds:
    - (1) December 2, 2010, to December 8, 2010, in the amount of \$2,230,957.92;
    - (2) December 9, 2010, to December 15, 2010, in the amount of \$5,050,585.17;
    - (3) December 16, 2010, to December 22, 2010, in the amount of \$33,811,423.20;  
and
    - (4) December 23, 2010, to December 29, 2010, in the amount of \$877,171.92; and
  - C. The Investment Report for the month ended November 20, 2010.
2. That the Board approve *Records Disposition Document No. 444* , for disposition of Board of County Commissioner's Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 466 through 468), for the period June 10, 2010, through September 23, 2010, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

3. That the Board accept, for filing with the Board's Minutes, the following three documents provided to the Clerk to the Board's Office:
  - A. The Financial Statements for Pensacola-Escambia County Promotion and Development Commission for the Fiscal Year ended September 30, 2010, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 8, 2010;
  - B. The Financial Statements for the Santa Rosa Island Authority for the Fiscal Year ended September 30, 2010, as prepared and audited by Carr Riggs & Ingram, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 16, 2010; and
  - C. The Financial Statements for the Escambia County Housing Finance Authority for the Fiscal Year ended September 30, 2010, as prepared and audited by Calvin Charles Johnson, Certified Public Accountant, and received in the Clerk to the Board's Office on December 16, 2010.
4. That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:
  - A. The Northwest Florida Water Management District 2009 Annual Report, and the Governing Board Meeting Schedule for 2011, as provided by Robin K. Tucker, Executive Assistant, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on December 13, 2010; and
  - B. The FY/PY 2010/2011 CDBG Program Grant Agreement Number B-10-UC-12-0012 Amendment, FY/PY 2010/2011 HOME Program Grant Agreement Number M10-DC120225 Amendment, and FY/PY 2010/2011 ESG Program Grant Agreement Number S10-UC-12-0022 Amendment, as executed by the County Administrator on December 1, 2010, based on the Board's July 8, 2010, action authorizing the Interim County Administrator to execute the 2010 Escambia Consortium Annual Action Plan and all related documents, and received in the Clerk to the Board's Office on December 20, 2010.
5. That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
  - A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 9, 2010;
  - B. Approve the Minutes of the Regular Board Meeting held December 9, 2010;
  - C. Approve the Minutes of the Special Board Meeting held December 16, 2010;
  - D. Approve the Minutes of the Attorney-Client Session held December 16, 2010; and
  - E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 16, 2010.



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**Clerk & Comptroller's Report**

**Item #: 1.**

**Date:** 01/06/2011

**Acceptance of Reports**

**From:** Doris Harris

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**Information**

**Recommendation:**

That the Board accept, for filing with the Board's Minutes, the following seven Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. The following two Payroll Expenditures:

- (1) Pay Date December 10, 2010, in the amount of \$2,208,680.65; and
- (2) Pay Date December 23, 2010, in the amount of \$2,272,788.11;

B. The following four Disbursements of Funds:

- (1) December 2, 2010, to December 8, 2010, in the amount of \$2,230,957.92;
- (2) December 9, 2010, to December 15, 2010, in the amount of \$5,050,585.17;
- (3) December 16, 2010, to December 22, 2010, in the amount of \$33,811,423.20; and
- (4) December 23, 2010, to December 29, 2010, in the amount of \$877,171.92; and

C. The Investment Report for the month ended November 20, 2010.

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**Attachments**

CR I-1



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◊ AUDITOR ◊ ACCOUNTANT ◊ EX-OFFICIO CLERK TO THE BOARD ◊ CUSTODIAN OF COUNTY FUNDS ◊

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Payroll Expenditures of the  
 Board of County Commissioners

Pay Date: December 10, 2010

Check No: 50019502 - 50019609	\$88,777.11
Direct Deposits:	\$1,063,081.75
Total Deductions and Matching Costs:	\$1,056,821.79
Total Expenditures:	\$2,208,680.65

2010 DEC -9 P 4: 38  
 ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

FINANCE  
JURY ASSEMBLY  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

Escambia County, Florida  
Payroll Expenditures of the  
Board of County Commissioners

Pay Date: December 23 , 2010

Check No: 50019613 - 50019727	\$91,694.81
Direct Deposits:	\$1,104,311.79
Total Deductions and Matching Costs:	\$1,076,781.51
Total Expenditures:	\$2,272,788.11

2010 DEC 21 P 3:32  
CLERK OF THE BOARD OF  
COMMISSIONERS  
CLERK LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Date of Board Meeting

Escambia County, Florida  
 Disbursement of Funds From:

12/02/10 to 12/08/10

DISBURSEMENTS

Computer check run of:

12/08/10 \$ 2,176,976.38

L-Vendor \$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 20,842.99

Dental Insurance \$ 33,138.55

Total Disbursement by Wire

\$ 53,981.54

TOTAL DISBURSEMENTS

\$ 2,230,957.92

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2010 DEC -9 A 9:33  
 CLERK OF THE BOARD OF  
 ESCAMBIA COUNTY, FL  
 ERNIE LEE MAGAHA



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◊ AUDITOR ◊ ACCOUNTANT ◊ EX-OFFICIO CLERK TO THE BOARD ◊ CUSTODIAN OF COUNTY FUNDS ◊

Date of Board Meeting

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

12/09/10 to 12/15/10

DISBURSEMENTS

Computer check run of:

12/15/10

\$ 4,550,876.67

L-Vendor

\$ 75,090.33

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims

\$ 41,324.97

Credit Card Purchases

\$ 16,403.38

Civic Center

\$ 166,177.50

Aero Training & Rental, Inc

\$ 200,712.32

Total Disbursement by Wire

\$ 424,618.17

TOTAL DISBURSEMENTS

\$ 5,050,585.17

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2010 DEC 20 A 10:51  
 THE BOARD OF COMMISSIONERS  
 ESCAMBIA COUNTY, FL.  
 ERNIE LEE MAGAHA



EXECUTIVE ADMINISTRATION / LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Date of Board Meeting

Escambia County, Florida  
 Disbursement of Funds From:

12/16/10 to 12/22/10

DISBURSEMENTS

Computer check run of:

12/22/10 \$ 3,423,836.21

L-Vendor \$ 89,141.17

Hand-Typed Checks:

\$ 199,462.01

Disbursement By Wire:

Preferred Governmental Claims \$ 36,404.84

Dental Insurance \$ 41,557.65

Credit Card Purchases \$ 21,021.32

Investments \$ 30,000,000.00

Total Disbursement by Wire \$ 30,098,983.81

TOTAL DISBURSEMENTS \$ 33,811,423.20

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2010 DEC 29 AM 11:14  
 ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 THE BOARD OF COMMISSIONERS





EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Date of Board Meeting

Escambia County, Florida  
 Disbursement of Funds From:

12/23/10 to 12/29/10

DISBURSEMENTS

Computer check run of:

12/29/10	\$	<u>853,244.42</u>
<u>L-Vendor</u>	\$	<u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

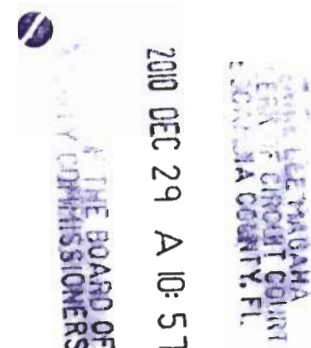
Preferred Governmental Claims	\$	<u>23,927.50</u>
Dental Insurance	\$	<u>0.00</u>
Credit Card Purchases	\$	<u>0.00</u>
Investments	\$	<u>0.00</u>

Total Disbursement by Wire \$ 23,927.50

TOTAL DISBURSEMENTS \$ 877,171.92

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.





EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

• AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS •

FINANCE  
 JURY MANAGEMENT  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 ONE STOP  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

**FROM:** Ernie Lee Magaha  
 Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*  
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM  
 Administrator for Financial Services  
 Clerk of the Circuit Court & Comptroller

**DATE:** December 15, 2010

**SUBJECT:** November 2010 Investment Report

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended November 30, 2010 as required by Ordinance 95-13.

The total portfolio earnings for the month of September equaled \$163,157. The short term portfolio achieved an average yield of .40%. This yield should be benchmarked against the Standard & Poor's Government Investment Pool 30 Day index of .12%. The core portfolio achieved an average Yield to Maturity at Cost of 1.15% and should be benchmarked against the Merrill Lynch 1 – 3 Yr. Treasury Index of .18%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

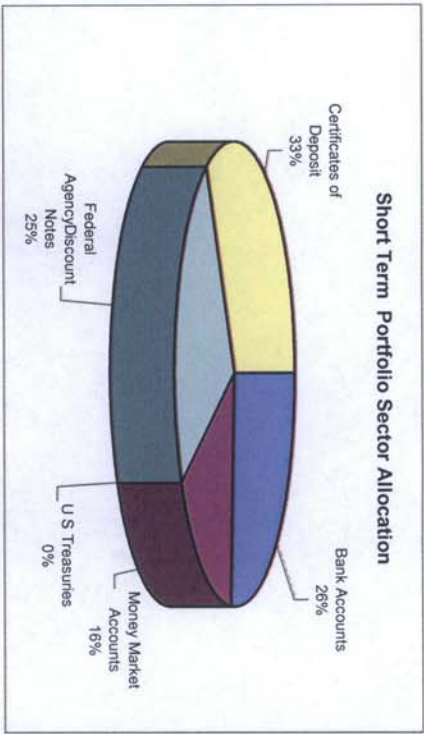
2010 DEC 27 P 12:59  
 THE BOARD OF COMMISSIONERS  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL



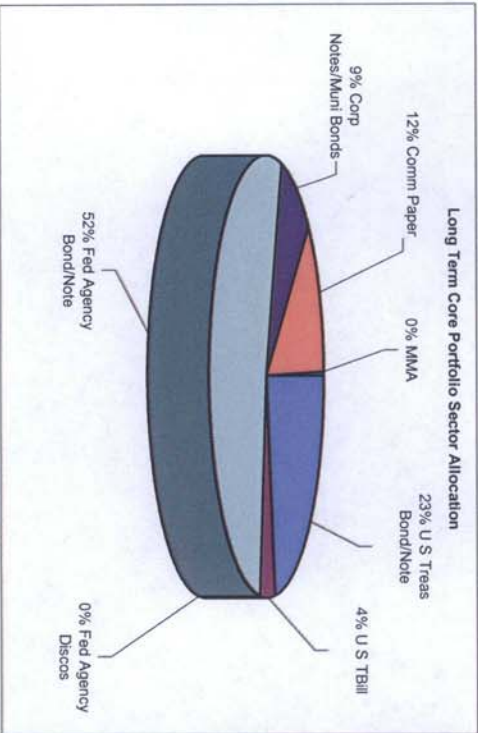
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2010-2011**  
**As of November 30, 2010**

**1/6/2011**  
**CR I-1C**

**PORTFOLIO COMPOSITION**



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 20,632,634	\$ 20,632,634	26%
Money Market Accounts	12,828,844	12,828,844	16%
U.S. Treasuries	-	-	0%
Federal Agency/Discount Notes	20,000,000	19,971,350	25%
Certificates of Deposit	25,000,000	25,000,000	33%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 78,461,477</b>	<b>\$ 78,432,827</b>	<b>100%</b>
<b>Short Term Portfolio Yield:</b>	<b>0.40%</b>	<b>YTD Earnings: \$34,429</b>	
<b>Benchmark S&amp;P GIP Index 30 Day:</b>	<b>0.12%</b>		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$22,470,000	\$22,671,080	23%
US Treasury Bill	4,000,000	3,997,672	4%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	51,470,000	53,244,255	52%
Corporate Notes/Muni Bonds	8,650,000	9,231,685	9%
Commercial Paper	11,319,000	11,307,022	12%
Federated Govt Money Market Fund	249,767	249,767	0%
<b>Total Managed CORE Assets:</b>	<b>\$98,158,767</b>	<b>\$100,701,481</b>	<b>100%</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.15%</b>	<b>YTD Earnings: \$ 270,470</b>	
<b>CORE Portfolio Yield to Maturity at Market:</b>	<b>0.93%</b>		
<b>Benchmark Merrill Lynch 1-3 Yr Treasury Index:</b>	<b>0.18%</b>		

**Total Portfolio: \$ 176,620,244 \$ 179,134,308**

**Current Month Earnings: \$ 163,157**

**Year to Date Earnings: \$ 304,899**



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**Clerk & Comptroller's Report**

**Item #: 2.**

**Date:** 01/06/2011

**Disposition of Records**

**From:** Doris Harris

---

**Information**

**Recommendation:**

That the Board approve *Records Disposition Document No. 444*, for disposition of Board of County Commissioner's Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 466 through 468), for the period June 10, 2010, through September 23, 2010, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

---

**Attachments**

CR I-2



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

◊AUDITOR◊ACCOUNTANT◊EX-OFFICIO CLERK TO THE BOARD◊CUSTODIAN OF COUNTY FUNDS◊

FINANCE  
JURY ASSEMBLY  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SERVICES  
OFFICIAL RECORDS  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

**MEMORANDUM**

TO: Honorable Board of County Commissioners

FROM: Honorable Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller

By: *Doris Harris*  
Doris Harris, Deputy Clerk to the Board

DATE: December 15, 2010

RE: Disposition of Records

Recommendation: That the Board approve *Records Disposition Document No. 444*, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 466 through 468), for the period June 10, 2010, through September 23, 2010, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

DCH/lfc

# RECORDS DISPOSITION DOCUMENT

NO. 444

PAGE 1 OF 1 PAGES

**1. AGENCY NAME and ADDRESS**  
**HONORABLE ERNIE LEE MAGAHA**  
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
 190 GOVERNMENTAL CENTER  
 PENSACOLA, FL 32502

**2. AGENCY CONTACT (Name and Telephone Number)**  
**JANICE MCELROY**  
 ARCHIVES AND RECORDS DIVISION  
 (CLERK TO THE BOARD)  
 (850) 595 - 4149 Ext.

**3. NOTICE OF INTENTION:** The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- a. Destruction       b. Microfilming and Destruction       c. Other \_\_\_\_\_

**4. SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

**ERNIE LEE MAGAHA**  
*Escambia County Florida Clerk of the Circuit Court & Comptroller*

Signature

Name and Title

Date

### 5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32a	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 466 through 468)		6/10/2010 - 9/23/2010	3.5	

**6. DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

\_\_\_\_\_  
 Custodian/Records Management Liaison Officer

\_\_\_\_\_  
 Date

**7. DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Witness

**1/6/2011**  
**CR I-2**



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**Clerk & Comptroller's Report**

**Item #: 3.**

**Date:** 01/06/2011

**Financial Statements**

**From:** Doris Harris

---

**Information**

**Recommendation:**

That the Board accept, for filing with the Board's Minutes, the following three documents provided to the Clerk to the Board's Office:

- A. The Financial Statements for Pensacola-Escambia County Promotion and Development Commission for the Fiscal Year ended September 30, 2010, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 8, 2010;
- B. The Financial Statements for the Santa Rosa Island Authority for the Fiscal Year ended September 30, 2010, as prepared and audited by Carr Riggs & Ingram, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 16, 2010; and
- C. The Financial Statements for the Escambia County Housing Finance Authority for the Fiscal Year ended September 30, 2010, as prepared and audited by Calvin Charles Johnson, Certified Public Accountant, and received in the Clerk to the Board's Office on December 16, 2010.

---

**Attachments**

CR I-3



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

FINANCE  
JURY ASSEMBLY  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
ONE STOP  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

**FROM:** Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*  
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM  
Administrator for Financial Services  
Clerk of the Circuit Court & Comptroller

**DATE:** December 7, 2010

**SUBJECT:** Financial Statements

2010 DEC -8 A 9:09  
BOARD OF COMMISSIONERS  
ESCAMBIA COUNTY FLORIDA

**RECOMMENDATION:**

That the Board accept, for filing with the Board's Minutes, the Financial Statements for Pensacola-Escambia County Promotion and Development Commission for the Fiscal Year ended September 30, 2010, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants.

PLS/nac





EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE  
JURY ASSEMBLY  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
ONE STOP  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

**FROM:** Ernie Lee Magaha  
Clerk of the Circuit Court

By: *Patricia L. Sheldon*  
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM  
Administrator for Financial Services  
Clerk of the Circuit Court & Comptroller

**DATE:** December 14, 2010

**SUBJECT:** Financial Statements

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Financial Statements for the Santa Rosa Island Authority for the Fiscal Year ended September 30, 2010, as prepared and audited by Carr Riggs & Ingram, Certified Public Accountants and Consultants.

PLS/nac

2010 DEC 16 P 4: 29  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE  
JURY ASSEMBLY  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
ONE STOP  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

**FROM:** Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller

**By:** *Patricia L. Sheldon*  
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM  
Administrator for Financial Services  
Clerk of the Circuit Court & Comptroller

**DATE:** December 16, 2010

**SUBJECT:** Financial Statements

2010 DEC 16 P 4:30  
OFFICE OF THE BOARD OF  
COUNTY COMMISSIONERS  
ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL.

**RECOMMENDATION:**

That the Board accept, for filing with the Board's Minutes, the Financial Statements for the Escambia County Housing Finance Authority for the Fiscal Year ended September 30, 2010, as prepared and audited by Calvin Charles Johnson, Certified Public Accountant.

PLS/nac



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**Clerk & Comptroller's Report**

**Item #: 4.**

**Date:** 01/06/2011

**Acceptance of Documents**

**From:** Doris Harris

---

**Information**

**Recommendation:**

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The Northwest Florida Water Management District 2009 Annual Report, and the Governing Board Meeting Schedule for 2011, as provided by Robin K. Tucker, Executive Assistant, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on December 13, 2010; and

B. The FY/PY 2010/2011 CDBG Program Grant Agreement Number B-10-UC-12-0012 Amendment, FY/PY 2010/2011 HOME Program Grant Agreement Number M10-DC120225 Amendment, and FY/PY 2010/2011 ESG Program Grant Agreement Number S10-UC-12-0022 Amendment, as executed by the County Administrator on December 1, 2010, based on the Board's July 8, 2010, action authorizing the Interim County Administrator to execute the 2010 Escambia Consortium Annual Action Plan and all related documents, and received in the Clerk to the Board's Office on December 20, 2010.

---

**Attachments**

CR I-4



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CHILD SUPPORT  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

• AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS •

FINANCE  
JURY MANAGEMENT  
GUARDIANSHIP  
HUMAN RESOURCES  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
ONE STOP  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

**MEMORANDUM**

TO: Honorable Board of County Commissioners

FROM: Honorable Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller

By: *Doris Harris*  
Doris Harris, Deputy Clerk to the Board  
Clerk of the Circuit Court & Comptroller

DATE: December 27, 2010

RE: Acceptance of Documents

Recommendation: That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

- A. The *Northwest Florida Water Management District 2009 Annual Report*, and the Governing Board Meeting Schedule for 2011, as provided by Robin K. Tucker, Executive Assistant, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on December 13, 2010; and
- B. The *FY/PY 2010/2011 CDBG Program Grant Agreement Number B-10-UC-12-0012 Amendment*, *FY/PY 2010/2011 HOME Program Grant Agreement Number M10-DC120225 Amendment*, and *FY/PY 2010/2011 ESG Program Grant Agreement Number S10-UC-12-0022 Amendment*, as executed by the County Administrator on December 1, 2010, based on the Board's July 8, 2010, action authorizing the Interim County Administrator to execute the 2010 Escambia Consortium Annual Action Plan and all related documents, and received in the Clerk to the Board's Office on December 20, 2010.

DCH/



# Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712  
(U.S. Highway 90, 10 miles west of Tallahassee)

Douglas E. Barr  
Executive Director

(850) 539-5999 • (Fax) 539-2777

November 23, 2010

Clerk of the County Court:

To document the boundaries and extent of special districts in Florida, the *Uniform Special District Accountability Act of 1989* requires special multi-county districts to provide a map of their districts to each of the counties. This requirement is listed under section 189.418, *Florida Statutes*, and Rule 9B-50.014(3), *Florida Administrative Code*.

As the Northwest Florida Water Management District is a special district and falls under these reporting requirements, we are providing an annual report that includes a map on its last page that outlines the District boundaries.

Section 189.417 of the Florida Statutes requires that the District provide each county with its Governing Board meeting schedule each year. The 2011 schedule is also enclosed.

Most of our Board meetings are held at District headquarters located on U.S. Highway 90, 10 miles west of Tallahassee. You are welcome to attend any of our meetings.

Sincerely,

Robin K. Tucker  
Executive Assistant

CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
2010 DEC 13 A 10:50  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL.

Enclosures

GEORGE ROBERTS  
Chair  
Panama City

PHILIP K. McMILLAN  
Vice Chair  
Blountstown

SHARON PINKERTON  
Secretary/Treasurer  
Pensacola

PETER ANTONACCI  
Tallahassee

STEPHANIE BLOYD  
Panama City Beach

STEVE GHAZVINI  
Tallahassee

TIM NORRIS  
Santa Rosa Beach

JERRY PATE  
Pensacola

J. LUIS RODRIGUEZ  
Monticello



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT



2 0 0 9    A N N U A L    R E P O R T

CR I-4A



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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# LOOKING TO THE FUTURE

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As the new decade begins the Northwest Florida Water Management District looks forward to the needs of the District's communities, environment, businesses and residents. Plans and projects to expand area water supplies, protect sensitive environmental areas and permit sustainable construction will continue throughout the coming year.

Alternative water supply development will continue in our coastal communities. Plans are being developed for an inland aquifer wellfield to serve Bay County and provide a back-up supply for Deer Point Lake Reservoir. This will help drought proof the area and provide an alternative in case of hurricane surge or other disasters. The District is also working with local governments and utilities to interconnect local water supplies with a series of pipelines from Santa Rosa County to Port St. Joe. This will further enhance alternative water supply projects of the past decade. The result will be a diverse base of water sources that, when interconnected, will further the goal of drought proofing the coastal area by allowing short-term transfer between utilities.

The purchase and restoration of sensitive environmental areas will continue to be important to protect our water resources. Springs restoration at the Econfina Springs Complex (Bay County) will begin in 2010. The project aims to decrease erosion around the springs and the banks of Econfina Creek. Plans for Pitt Spring include new retaining walls of natural limestone, entry ways, boardwalks and new launches for canoes and tubes. Work is expected to begin in spring and continue for 12 to 18 months.

The District will be restoring approximately 1,500 acres of wiregrass habitat throughout its 16 county area and cooperating with local governments along the Choctawhatchee River to improve boat ramps and picnic areas. Public workshops will also be conducted for input on public access and recreational opportunities on a 1,375-acre tract on the Chipola River in Calhoun County.

Regulatory programs to protect ground and surface waters are being implemented in a proactive manner. Development of Environmental Resource Permitting (ERP) Phase II, Management and Storage of Surface Waters continues in 2010. This rule seeks to protect the quality of life, water and natural resources by requiring permits for any activity that generates stormwater runoff and impacts waters of the state. The rule will add the environmental criteria to the ERP Phase I rules, covering connected and isolated wetlands and other surface waters. The rule will improve the management and storage of surface waters with minimal impact on property and will consider the rural nature of the District. Permits will usually be required for the construction,



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alteration, operation, maintenance, abandonment and removal of systems so that the beneficial functions of these communities are conserved.

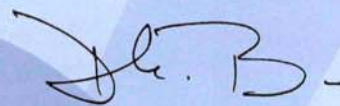
Work will continue on detailed elevation mapping in cooperation with the National Oceanic and Atmospheric Administration, Federal Emergency Management Agency, U.S. Geographical Survey and other entities. Data obtained will improve coastal flood hazard mapping and provide accurate elevation information for future water resource projects. The final data set should be complete in 2010.

Surface and groundwater monitoring programs are ongoing in cooperation with the Florida Department of Environmental Protection (DEP) throughout the District's sixteen counties. Data obtained is a significant tool for assessing the quality of our water resources. Quarterly monitoring of first magnitude springs will also continue in cooperation with the DEP's Springs Initiative Program.

Throughout the upcoming year the District will continue to serve the residents of northwest Florida by identifying future water supply sources, undertaking restoration activities in our environmentally significant watersheds and protecting our valuable water resources.



George Roberts  
Chair, Governing Board



Douglas E. Barr  
Executive Director



# GOVERNING BOARD



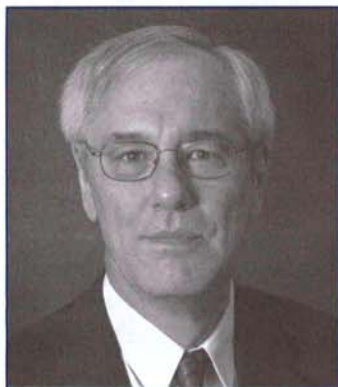
George Roberts  
*Chair*  
Panama City  
Represents Basin III  
Appointed: March 3, 2006  
Term Expires: March 1, 2010



Philip McMillan  
*Vice Chair*  
Blountstown  
Represents Basin IV  
Appointed: March 3, 2006  
Reappointed: April 27, 2007  
Term Expires: March 1, 2011




Steve Ghazvini  
*Secretary/Treasurer*  
Tallahassee  
Serves at Large  
Appointed: April 27, 2007  
Term Expires: March 1, 2011



Douglas E. Barr  
*Executive Director*  
Northwest Florida  
Water Management District  
Appointed: February 1992

2010 GOVERNING BOARD MEETINGS	
January 28	August 26
February 25	September 14*
March 25	September 23
April 22	October 28
May 27	November 30
June 24	December 1
July 22	



*Mr. J. Luis Rodriguez, Monticello, passed away on April 22, 2009. He was appointed to the Governing Board by Governor Charlie Crist on April 1, 2008 for a four year term. Mr. Rodriguez was a farmer, most recently raising Angus cattle in Jefferson County. He was also a trade advisor to Florida Farmers Inc. and voluntarily served on many association boards. Mr. Rodriguez's selfless efforts to support sustainable agriculture and land use practices will be missed.*

Governing Board meetings will be held at the District's headquarters office on U.S. Highway 90, except for those with an asterisk (\*). The May meeting and September 14 public hearing on the proposed 2010-2011 budget will be held at the District's Crestview Field Office. The September 23 meeting will be followed by a public hearing on the proposed budget. This schedule of meetings is tentative and subject to change.



Peter Antonacci  
Tallahassee  
Represents Basin V  
Appointed: March 31, 2006  
Reappointed: April 1, 2008  
Term Expires: March 1, 2012



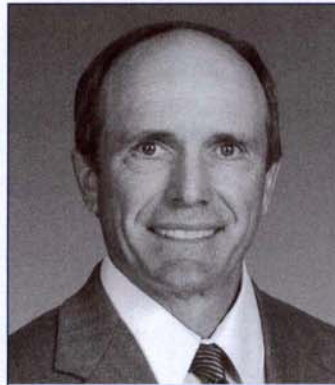
Stephanie Bloyd  
Panama City Beach  
Serves at Large  
Appointed: March 2, 2001  
Reappointed: March 2, 2002  
Reappointed: March 3, 2006  
Term Expires: March 1, 2010



Joyce Estes  
Eastpoint  
Serves at Large  
Appointed: September 10, 2009  
Term Expires: March 1, 2013



Tim Norris  
Santa Rosa Beach  
Represents Basin II  
Appointed: April 27, 2007  
Term Expires: March 1, 2011



Jerry Pate  
Pensacola  
Represents Basin I  
Appointed: November 14, 2006  
Appointed: May 5, 2007  
Reappointed: September 10, 2009  
Term Expires: March 1, 2013



Ralph Rish  
Port St. Joe  
Serves at Large  
Appointed: September 17, 2009  
Term Expires: March 1, 2013

- Basin I:** Perdido and Escambia rivers
- Basin II:** Blackwater and Yellow rivers
- Basin III:** Choctawhatchee River and St. Andrew Bay Coast
- Basin IV:** Apalachicola and Chipola rivers
- Basin V:** Ochlockonee, Wakulla and St. Marks rivers

# DEVELOPING ALTERNATIVE WATER SUPPLY IN NORTHWEST FLORIDA

Ensuring sustainable water supplies has been a focus of the District since its inception. While the panhandle's traditional water supply sources have met our water needs, advanced planning has been needed to ensure future supplies are sufficient to meet the region's growing demands while also protecting natural systems. As population and water


withdrawals increased, for example, alternatives to coastal well withdrawals were needed for some communities.

The District's emphasis is on regions where additional water supply needs are imminent. Initial efforts focused on coastal Santa Rosa, Okaloosa and Walton counties, leading to construction of inland wellfields and transmission pipelines in each of these counties to deliver water to coastal communities. More recently, a surface water supply source has been developed to serve the City of Port St. Joe and the surrounding area. Work is also in progress to construct an inland wellfield to provide an additional water supply for Bay County and preliminary planning is underway to assist Okaloosa County in developing a new surface water supply source. Further efforts are ongoing to assist financially disadvantaged communities in Gadsden County affected by naturally constrained water resources.

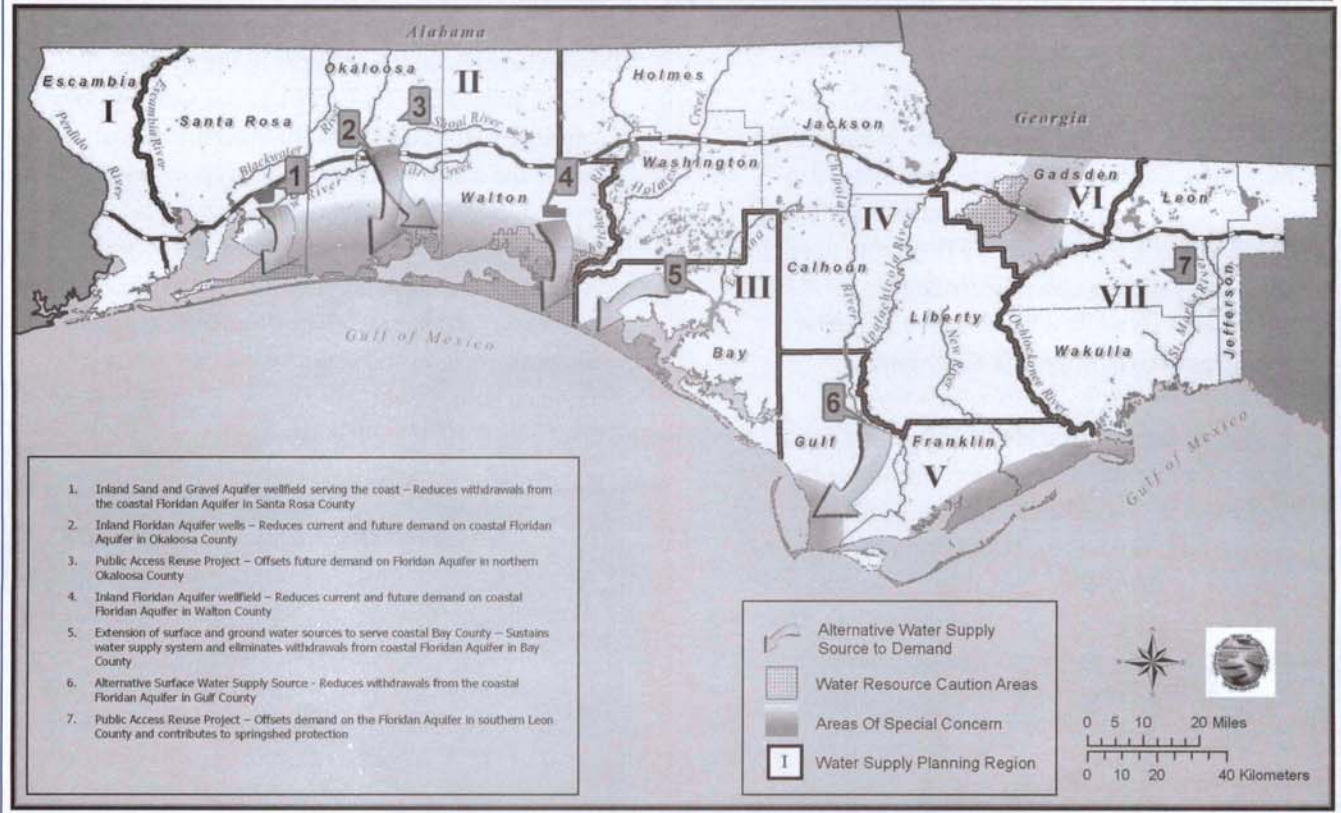
The District's primary objectives are to facilitate construction of needed alternative water supply facilities that meet current and future water needs while sustaining water-dependent natural systems. While utilities are primarily responsible for constructing facilities to serve their customers, the District has an essential role in establishing the underlying vision and strategy for alternative water supply development, as well as a technical role in determining the siting and spacing of wells. The District also assists the utilities and local governments in funding construction projects.

There are several other regional challenges facing the District. Escambia and Santa Rosa counties have plentiful ground water supplies in the productive



 Well drillers in action

## Water Supply Planning Regions and Alternative Water Supplies



1. Inland Sand and Gravel Aquifer wellfield serving the coast – Reduces withdrawals from the coastal Floridan Aquifer in Santa Rosa County
2. Inland Floridan Aquifer wells – Reduces current and future demand on coastal Floridan Aquifer in Okaloosa County
3. Public Access Reuse Project – Offsets future demand on Floridan Aquifer in northern Okaloosa County
4. Inland Floridan Aquifer wellfield – Reduces current and future demand on coastal Floridan Aquifer in Walton County
5. Extension of surface and ground water sources to serve coastal Bay County – Sustains water supply system and eliminates withdrawals from coastal Floridan Aquifer in Bay County
6. Alternative Surface Water Supply Source - Reduces withdrawals from the coastal Floridan Aquifer in Gulf County
7. Public Access Reuse Project – Offsets demand on the Floridan Aquifer in southern Leon County and contributes to springshed protection

Sand and Gravel Aquifer. However, because the aquifer is recharged so readily through the sand, its water quality needs to be protected from surface pollution. Similarly, in much of Jackson, Leon, and Wakulla counties, the Floridan Aquifer is breached by karst geology, which makes the water sources vulnerable to pollution from wastewater and stormwater runoff.

### Alternative Water Supply Development Projects

The District's underlying strategy has been to develop inland sources of ground and surface waters to provide drinking water for growing coastal communities, thus alleviating pressure on limited coastal ground water supplies. To date, four new alternative water supply sources have been developed and are currently in operation. A fifth new source, in Bay County, will begin construction in

2010 and a sixth alternative source is entering the planning stage. The District has also assisted in developing several water reuse projects throughout the area.

Since the 1980s, the District has worked with utilities in Santa Rosa, Okaloosa and Walton counties to identify alternative water supplies that could be developed to complement resource regulation in meeting growing demands while sustaining water resources. The primary vision was to deliver water through transmission lines from the inland Sand and Gravel Aquifer in Santa Rosa County and the inland Floridan Aquifer in Okaloosa and Walton counties to the coastal areas where demand was greatest.

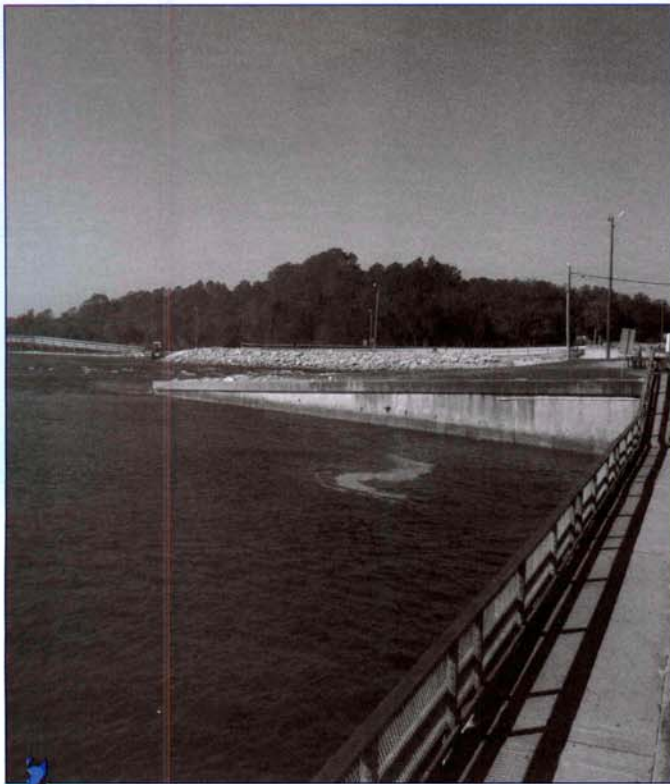
In Santa Rosa County, the Sand and Gravel Aquifer has been developed north of Eglin Air Force Base between the Blackwater and Yellow rivers. Over six

million gallons per day (MGD) are currently being delivered by the Fairpoint Regional Utility System to coastal utilities in the southern portion of the county.

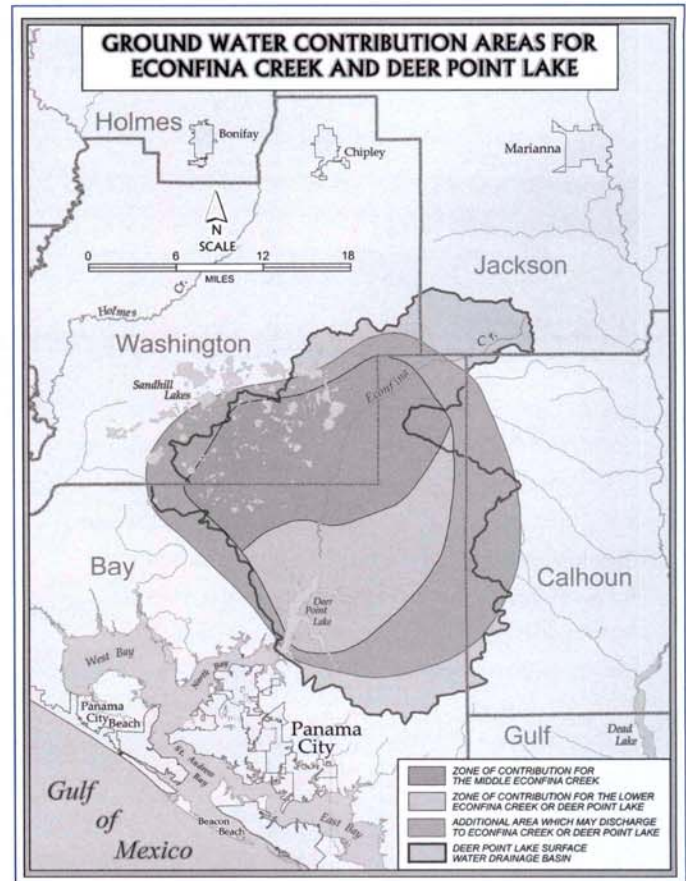
In Okaloosa County, a similar wellfield and pipeline have been developed to provide inland Floridan Aquifer water to coastal communities. Additionally, the county is working with the District to develop a sustainable surface water source to help meet future water demands while preserving ground water resources as well as riverine ecosystems.

In Walton County, an inland wellfield and water transmission pipeline have been constructed east of Eglin AFB through the cooperative efforts of several utilities with funding assistance from the District. Water from this wellfield is presently serving communities south of Choctawhatchee Bay. The wellfield capacity has been expanded to ensure that the production keeps pace with future population growth.

In Bay and Washington counties, a singular accomplishment of the NFWMD is the purchase of over 42,000 acres in the Econfina Recharge Area. District lands include a majority of the stream frontage along Econfina Creek and the recharge area for springs that discharge to the creek. Econfina Creek is the major tributary to Deer Point Lake Reservoir, Bay County's primary water source. District ownership and stewardship of these lands ensures the long-term productivity and quality of Bay County's water supply while also preserving an ecologically unique and sensitive area for public access and enjoyment.



*Deer Point Reservoir, Bay County's drinking water source*



The District's current priority in Region III is to help Bay County develop an inland Floridan Aquifer wellfield in the northwestern portion of the county. As outlined in the Region III Regional Water Supply Plan, the District and the county are working to



 *Ground Storage Tanks for Walton County Alternative Water Supplies*

develop an inland ground water supply to serve as back-up for the surface water source and provide additional capacity for growth. Development of this source will also help reduce the vulnerability of the county to the effects of extreme drought and major hurricanes. Construction is expected to begin in 2010.

In the eastern panhandle, the District's major alternative water supply accomplishment has been to provide guidance and funding to help the City of Port St. Joe purchase the Gulf County Fresh Water Supply canal and construct its new surface water treatment facility. This facility, which went online in April 2009, will provide up to six million gallons of potable water per day from the canal.

## Project Funding

Recognizing the importance of developing new water supplies and infrastructure, the Florida Legislature enacted the Water Protection and Sustainability Program and associated trust fund in 2005. This provided significant cost share funding and encouraged cooperation between local governments, utilities, and water management districts. The Legislature also required local government plans to address alternative water supply needs identified in the regional water supply plans.

In 2006, the District began funding a series of Alternative Water Supply Development and Water Resource Development projects through the Water

Water Supply Projects	Local Partner	District Grant	Local and other match	Anticipated capacity (MGD)	Status
Santa Rosa Inland Wellfield and pipeline	Fairpoint Regional Utilities	\$3,178,700	\$4,000,000	18	Complete
Walton County Inland Wellfield and Pipeline	Regional Utilities; South Walton Utilities	\$8,000,000	\$10,991,891	9	Complete
Gulf County Canal and Surface Water Treatment	City of Port St. Joe	\$4,350,000	\$13,086,700	6	Complete
Bay County Inland Wellfield	Bay County	\$7,500,000	\$9,530,000	30	Permitting
Eastpoint Wells and Analysis	Eastpoint Water and Sewer District	\$590,870		TBD	Permitting
Okaloosa County Surface Water Source	Okaloosa County	To Be Determined (TBD)	TBD	25	Planning

Water Reuse Projects	Local Partner	District Grant	Local and other match	Anticipated capacity (MGD)	Status
Tram Road Public Access Reuse Facility	Tallahassee	\$1,350,000	\$5,250,000	1.2	Complete
City of Chipley Reuse Project	Chipley	\$500,000	\$4,500,000	0.83	Complete
Bob Sikes Reuse Project	Okaloosa County	\$2,000,000	\$4,000,000	1.0	Construction
Advanced Wastewater Treatment & Water Reuse Facilities	City of Tallahassee	\$500,000	\$5,800,000	4.5	Complete
Wakulla County Reuse Project	Wakulla County	\$500,000	\$750,000	0.35	Construction

Protection and Sustainability Program Trust Fund and other District funds. A number of these projects bring to fruition efforts of the District and local utilities to identify and develop alternative water supplies through dedicated water resource development efforts.

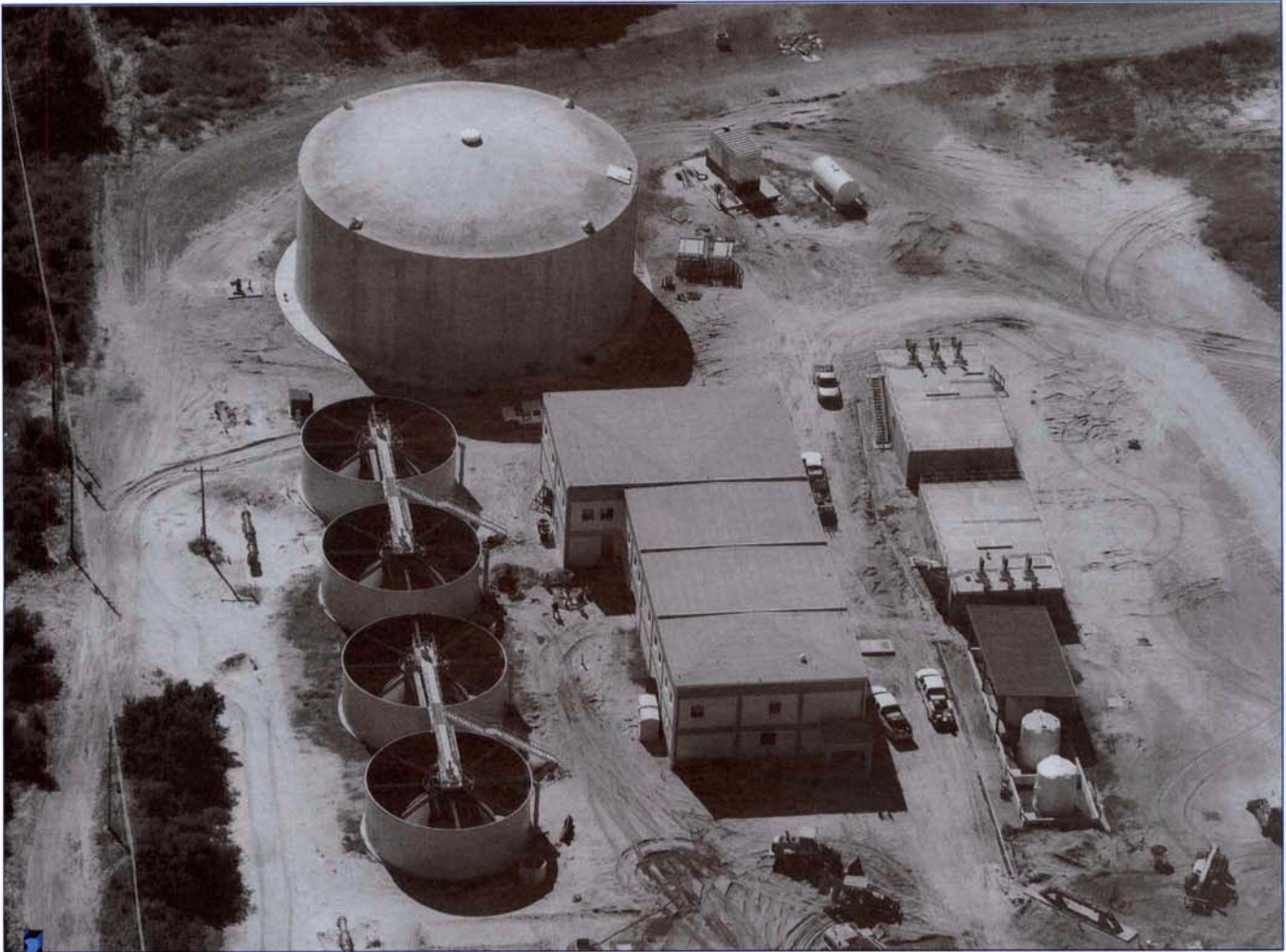
Substantial water supply development assistance has also been provided from sources other than the Water Protection and Sustainability Program Trust Fund. These include a \$3.1 million federal grant obtained by the District to develop the Fairpoint Regional Utility System inland Sand and Gravel

Aquifer wellfield and a District grant of \$350,000 to help the city of Port St. Joe purchase the Gulf County Fresh Water Canal. Additionally, the District provided \$1.5 million in Legislative and District grant funding to Regional Utilities to construct the infrastructure needed for the Walton County inland wellfield.

### Current and Future Initiatives

The District will work with local utilities to explore and develop options for interconnecting several water supply systems from Santa Rosa to Gulf





*City of Port St. Joe water treatment plant*

counties. Significant investments in alternative coastal water supplies have resulted in a diverse base of water supply sources. Interconnection of water supply systems will further enhance resilience of the coastal water systems by enabling transfers between utilities, if necessary, due to droughts or other emergencies. This initiative provides another example of the forward-looking approach of the District to identifying and addressing current and future water supply challenges.

Concurrently, District staff is developing a Districtwide reuse plan that will identify additional needs and opportunities for the reuse of reclaimed water. Water reuse is considered an additional water

supply source. Reuse projects enhance water use efficiency, and can also help protect springs and surface waters by reducing wastewater discharges and enhancing treatment levels.

## ASSESSMENT OF NORTHWEST FLORIDA'S WATER SUPPLY

*Although northwest Florida has abundant ground and surface waters, existing or anticipated water supply problems in specific areas need to be addressed through resource regulation and developing alternative or new sources. For example, in coastal Santa Rosa, Okaloosa, and Walton counties, ground water withdrawals since the 1940s have caused a significant decline in the potentiometric surface (well level) of the Floridan Aquifer. This, in turn, has elevated the threat of salt water intrusion into the aquifer, which would diminish its use as a water supply source. As a result, the District established enhanced regulatory measures to protect the affected resources and has worked with utilities to identify and develop alternative supplies.*

*The District completed its most recent assessment of water supplies in 2009. The District-wide update includes demand projections and a resource assessment through 2030. Total water use across northwest Florida is projected to increase by 43 percent during the 2005-2030 planning horizon to approximately 496 million gallons per day (MGD) by 2030. The Water Supply Assessment Update recommends continued water supply planning efforts in regions II, III and V and does not identify any new areas that need a regional water supply plan. The water demand projections will be updated again in 2013.*

*Regional Water Supply Plan (RWSP) implementation continues for Region II (Santa Rosa, Okaloosa, and Walton counties), with the plan updated in 2006. Additionally, new RWSPs were approved for Region V (Gulf and Franklin counties) in 2007 and Region III (Bay County) in 2008. Pursuant to these plans, the District continues to focus on alternative water supply development to ensure the long-term sustainability of water resources and natural systems.*

*The update, regional water supply plans, and associated documents and data may be found at:*

*[http://www.nwfwmd.state.fl.us/rmd/water\\_supply\\_planning/regional\\_water\\_supply\\_planning.html](http://www.nwfwmd.state.fl.us/rmd/water_supply_planning/regional_water_supply_planning.html)*

### REGION I

The Sand and Gravel Aquifer supplies drinking water to Escambia County and has enough water available to meet demand through 2030. The major concern in this Region is water quality. The Sand and Gravel Aquifer is quickly recharged by surface water and seepage. This means contaminants may quickly move into the aquifer. The Pensacola area has a long history of industrial land use and certain areas in southern Escambia County have experienced contamination problems. Local utilities have relocated wells and provided enhanced water treatment to meet water quality standards and provide safe drinking water. Monitoring wells have also been installed to provide information on contaminants in the aquifer and the District continues to provide technical assistance to utilities involved in siting new production wells.

### REGION II

The District recognized a problem in the coastal Floridan Aquifer in the 1970s and studies and evaluations were initiated. The 1998 Water Supply Assessment determined that existing and reasonable anticipated sources were not adequate for all existing legal users and anticipated future demands. A RWSP for Santa Rosa, Okaloosa and Walton counties was approved in 2000 and updated in 2006. The plan originally considered a variety of alternative water supplies including the Inland Floridan Aquifer, Inland Sand and Gravel Aquifer, conservation, reclaimed water, aquifer storage and recovery, surface water and desalination. The most cost effective strategies pursued were inland wellfields, a new Shoal River basin surface water source, conservation and reclaimed water use.

The District assisted local governments and utilities in planning and funding alternative sources. Funding sources include the State Water Protection and Sustainability Trust Fund, District general revenues, Florida Forever capital improvements funds, the Water Management Lands Trust fund and local government and utility revenues. Since 2000 an additional 16.7 MGD of alternative supply has been developed.

In Santa Rosa County, an inland Sand and Gravel Aquifer wellfield has been developed and planning is underway to expand capacity. Utilities in Walton County have developed the inland Rock Hill wellfield and are also planning additional capacity. The District is continuing work with Okaloosa County to explore alternative water supply options for the coastal area. An option being planned is surface water withdrawals from the Shoal River along with a small reservoir situated along Shoal River tributaries.

### REGION III

Bay County is one of the only areas in the District that has traditionally relied on surface water as its drinking water source. Deer Point Lake Reservoir is the primary water source for the county. The reservoir is replenished primarily by Econfina Creek and the District has worked to protect the creek and the Sand Hill Lakes recharge area by purchasing over 42,000 acres in the Econfina Creek Basin.

Bay County was first recognized as a water supply area of special concern in the 1990s when groundwater withdrawals had caused a decline in coastal Floridan Aquifer levels by as much as 80 feet. Since that time, groundwater withdrawals along coastal Bay County have largely been abandoned in favor of expanded use of the Deer Point Lake Reservoir.

A Regional Water Supply Plan for Bay County was approved in 2008. The major concern is the vulnerability of the reservoir to drought and storm surge effects. Developing alternative supplies will diversify long-term public supply sources and will help drought-proof the region through establishing utility interconnections. It will also minimize vulnerability of salt water flowing into the reservoir during major hurricane surge events. The primary alternative water supply option is development of inland Floridan Aquifer wells. Water conservation and the use of reclaimed water are also encouraged to reduce demand for potable water throughout the region.

#### **REGION IV**

The five counties of this area (Holmes, Washington, Jackson, Calhoun and Liberty) are generally rural and have not experienced the growth of coastal counties. Their drinking water supply is the Floridan Aquifer and supplies are adequate to meet current and future demands. One of the more significant uses and demands for water in this region is agricultural irrigation. The District is continuing to assess and monitor consumption as well as help assure proper well placement for public supplies. A grant was also made to the City of Chipley for upgrades to its wastewater treatment facility that will remove discharge of wastewater from Holmes Creek and allow wastewater to be treated for use in landscape irrigation.

#### **REGION V**

Franklin and Gulf counties were identified as areas of special concern in the District's 1998 Water Supply Plan. The area relies on coastal wells drawing from the Floridan Aquifer and the plan recognized that coastal wells are subject to saltwater intrusion in the upper aquifer.

A Regional Water Supply Plan was approved in 2007 calling for development of sustainable and cost effective water supplies that will meet the needs of a growing population. The primary alternative water supply identified for Franklin County is developing an inland wellfield to withdraw groundwater from the Floridan Aquifer to serve coastal areas. The District has investigated quality and quantity of groundwater that may be sustainably withdrawn from inland areas.

In Gulf County the preferred alternative is surface water from the Gulf County Fresh Water Supply Canal, formerly permitted for industrial supply. The District assisted the City of Port St. Joe in buying the canal and building a new surface water treatment plant. The City is currently using water from the canal as a public supply source.

#### **REGION VI**

The Floridan Aquifer beneath Gadsden County has limited yield and surface water is used for many non-potable uses. Public water supply wells are widely spaced to reduce draw-downs on the aquifer and surface water withdrawals from Telogia Creek are closely monitored. While a regional water supply plan is not needed at this time, water reuse is recommended for agricultural, nursery and landscape irrigation. The District has also funded two engineering studies to examine the feasibility of interconnecting public supply systems between Greensboro and Gretna.

#### **REGION VII**

The Floridan Aquifer has adequate supplies to provide the public supply needs of Leon, Wakulla and western Jefferson counties. Reuse water is recommended for landscape irrigation to reduce withdrawals from the aquifer. The District contributed a \$1.35 million dollar grant to the City of Tallahassee to build an advanced treatment water reuse facility. The facility treats reclaimed wastewater to be used for commercial and residential landscaping and golf course irrigation.



# DISTRICT ACTIVITIES

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*Projects and programs undertaken during 2009 by the Northwest Florida Water Management District are described in this section. Projects and programs specific to the various county groupings are discussed in their respective sections. Many programs are ongoing and may not be included in this report.*




 *Spring Creek in Jackson County*

## Nuisance Shrub and Exotic Grass Eradication


Florida Department of Transportation (DOT) mitigation restoration sites benefited from a nuisance shrub and exotic grass eradication program. The work occurred on approximately 781 acres in Bay, Escambia, Santa Rosa, Walton and Washington counties. The eradication targeted nuisance wetland shrubs and exotic pasture

grass using herbicide treatment that removed targeted species without disturbing the native vegetation. Nuisance plants compete with wiregrass and other native herbs and forbs impacting restoration efforts. All herbicides used were approved for wetlands use and applied in a manner that does not impact wetland soils. The activities were funded with DOT mitigation funds.



 *Ward Creek restoration before*



 *Ward Creek after nuisance shrub removal and planting of wiregrass and toothache grass*

## Habitat Restoration for FDOT Mitigation Projects

Habitat restoration was undertaken for 215 acres in Escambia, Franklin, Leon, Santa Rosa and Washington counties. Native hardwood tree species were planted in Escambia and Santa Rosa Counties and herbaceous wetland species were planted at two sites in Franklin and Leon counties as part of the DOT mitigation projects. The Lake Jackson treatment marshes, on Megginnis

activities at FDOT mitigation sites located on the Perdido River Water Management Area (WMA), the Sand Hill Lakes Mitigation Bank and the Ward Creek West Tract.

## Map Modernization

An additional \$6,594,000 in funding was provided to the District from the Federal Emergency Management Agency (FEMA) to continue updating the Digital Flood



*Planting of native species at Megginnis Arm*

Arm, will also be replanted after the removal of sediment from I-10 road work. These projects were funded with District, Florida Forever and DOT mitigation funds.

## District Lands Restoration Planned for 2009-10

Each year land management and habitat restoration activities are planned for portions of the 216,000 acres of land owned by the District. In April, plans were made to purchase 368,000 wet prairie wiregrass tubelings and 50,000 toothache grass tubelings for habitat restoration

Insurance Rate Maps (DFIRM). Funds will be used to restudy and remap coastal flood hazard boundaries in Escambia, Santa Rosa, Okaloosa, Walton, Bay and Gulf counties and inland floodplains in Okaloosa, Escambia, Santa Rosa, Bay and Gulf Counties. Also, funds will be used to provide additional detail in upland areas where the District has acquired LiDAR data in Okaloosa, Escambia, Santa Rosa, Bay and Gulf counties. Local governments and Florida universities are partners in this ongoing project.

## Integrated Water Resources Monitoring Program

District work for the statewide Integrated Water Resources Monitoring program will continue under an agreement with the Florida Department of Environmental Protection (DEP) approved in June. The program provides water quality sampling at ground and surface water sites across the District. This data is a significant tool for assessing the quality of our water resources. The District will continue to collect and interpret water quality data from aquifers, rivers, streams and lakes.

## Ambient Surface Water Quality Monitoring

The District has participated in the ambient surface water quality assessment program with DEP for the past 20 years. In September the contract was renewed for another year. The program provides surface water data for assessment of long term water quality trends on major streams and rivers in the District. The data is used by DEP and the District to develop management strategies that will improve surface water quality. Funds for the program are provided by a grant from the U.S. Environmental Protection Agency to DEP.

## District Wide Ground Water Level Monitoring

The District expanded monitoring of ground water resources including quarterly water level measurements at a network of approximately 200 wells. The data generated from this network provides District staff with information to assist in management and regulatory assessments.

## District Automated Surface Water and Ground Water Resource Monitoring

The District continued to operate its network of water level, discharge, and rainfall stations. Continuous data is collected in the field by remote monitoring equipment and is used to assist in the District's resource assessments. Currently, 121 automated recorders are deployed.

## First Magnitude Springs Monitoring

The District continued quarterly discharge monitoring at first magnitude Floridan Aquifer springs. The springs monitored include Wakulla Spring, St. Marks Rise, Jackson Blue Spring and Gainer Springs. Second magnitude Cypress and Morrison springs are also being



*Springs sampling in Jackson County*

sampled. Wakulla Spring and Jackson Blue Spring are routinely sampled and tested for water quality. Funding for this project is from the statewide Springs Initiative Program.

## Wetland Mitigation Program

In March, the Governing Board approved a new agreement with the Florida Department of Transportation (DOT) to continue implementing the DOT wetlands mitigation program. The mitigation fund provides for significant water resources preservation and restoration through land acquisition, hydrologic and habitat restoration, wetlands enhancement, planning, administration, long-term maintenance, and monitoring for the purpose of wetlands mitigation. The District will be responsible for carrying out the plan found at [NFWMDwetlands.com](http://NFWMDwetlands.com). The plan is in accordance with section 373.4137, Florida Statutes and also fulfills federal regulatory requirements administered by the U.S. Army Corps of Engineers.



*Dike was removed to restore hydrology at Yellow River Ranch*

## Independent Auditor's Report

In March, the independent auditor's report for the period of October 2007 to September 2008 was presented to the Governing Board. As in the past 15 years, the District received a clean audit, which is the highest level of assurance that can be given.

## Inspector General's Report

The District's Inspector General submitted an audit report for the fiscal year ending September 30, 2009 at the November Governing Board meeting. Areas reviewed included fringe benefits and overhead allocations, journal entries, items subject to personal use (cell phones, fleet vehicles, etc.), regulatory permitting, programmatic compliance, travel and information technology controls.

A plan was also presented for the 2009-2010 internal audit. The areas to be examined include: fringe benefits and overhead allocation, payroll, regulatory permitting, forensic procedures and information technology penetration testing.

## 2009 Florida Forever Land Acquisition Work Plan

The District adopted a new five-year work plan for land acquisition in a public hearing, as required by Florida Statutes. The 2009 work plan was amended to add approximately 4,000 acres for potential addition to the

Chipola River Water Management Area. The District is required to certify that each property considered for acquisition is consistent with the adopted five-year work plan. In April, the plan was again amended to add 809.85 acres on Perdido Bay and 130 acres on Holmes Creek. This additional acreage will be used to mitigate for DOT impacts.

## Security for District Lands

The District enters into a number of agreements to provide security and law enforcement services for District lands. In February the Governing Board approved an agreement with the Bay County Sheriff's Office to provide security for the Pitt Spring recreational area, Econfina Creek canoe launch and the District Land Management Office. This agreement will provide a deputy to patrol the area from April through September when these locations experience heavy use by swimmers and canoeists. An agreement with the Washington County Sheriff's office was also renewed in August. This contract will provide two deputies to patrol the Choctawhatchee River/Holmes Creek and Econfina Creek Water Management Areas.

In addition, in March the District renewed an agreement with the Florida Fish and Wildlife Conservation Commission (FWC) to assist with the protection and management of the Sand Hill Lakes Mitigation Bank in Washington County. Under this agreement, FWC manages the property's allowable public recreation opportunities. This includes operating a check station, regulating public access and use, and enhanced law enforcement for natural resource and general property protection. An additional agreement with FWC was renewed in August to provide security for the Perdido River and Escambia River Water Management Areas, as well as, "enhanced patrol" services for potential problem areas.

## Environmental Resource Permitting

The District provided training for Environmental Resource Permitting (ERP) and Compliance in several workshops throughout the area. Outreach was conducted to increase understanding of stormwater rules governing treatment of runoff from developments, both



during and after construction. Also, in June the District unveiled an electronic permitting portal making stormwater permit submission more efficient. Applicants will be able to save time and money by submitting applications and paying fees online.

ERP Phase II (wetlands) rule making continued throughout the year. The District plans to fully implement the wetland protection rule in 2010. The rule will increase protection of wetland systems from western Jefferson to Escambia counties. This will include isolated wetlands that have no hydrologic connection to named water bodies such as lakes, rivers, bays and reservoirs.

Regulatory authority will be divided between the District and the Florida Department of Environmental Protection

(DEP). The District will regulate systems in uplands and those with less than five acres of wetland impacts. DEP will regulate activities with impacts on five or more acres of wetlands and all in-water activities such as docks, marinas and other construction in sovereign submerged lands.

### New Consumptive Use Rules

In November the Governing Board approved a rule change to encourage the use of shallow wells for all non-potable uses, such as irrigation, in coastal Gulf and Franklin counties. The rule was amended to help preserve the Floridan Aquifer water for human consumption. The amendment expands an existing exemption that encourages use of the shallow Surficial Aquifer for non-potable uses.

#### PERMITS ISSUED BY COUNTY (OCTOBER 2008 THROUGH SEPTEMBER 2009)

County	Well Construction Repair and Abandonment	Consumptive Use (new/renewal/modifications)	Management and Storage of Surface Water (general/individual)	Agricultural and Forestry, Surface Water Management (general/individual/forestry authorization)	Environmental Resource Permits (stormwater)
Bay	616	9	-	26	63
Calhoun	161	-	-	8	2
Escambia	911	3	-	17	74
Franklin	59	12	-	24	8
Gadsden	152	6	1	21	14
Gulf	82	2	-	20	5
Holmes	151	1	-	16	1
Jackson	402	14	-	5	13
Jefferson	42	1	-	5	2
Leon	252	2	4	5	55
Liberty	35	1	-	15	4
Okaloosa	789	7	2	12	76
Santa Rosa	693	11	-	24	37
Wakulla	99	3	-	4	12
Walton	423	4	1	26	41
Washington	213	3	-	6	12
<b>TOTAL</b>	<b>5,080</b>	<b>79</b>	<b>8</b>	<b>234</b>	<b>419</b>

## Water Supply Planning

The District evaluated the adequacy of water supplies across northwest Florida and found that existing and anticipated supplies, including alternative water supply sources, were sufficient to meet all anticipated demands over the next 20 years. No new regional water supply plans are recommended because existing and anticipated sources are expected to meet the 150 million gallons a day (mgd) estimated increase while sustaining water resources and associated natural systems. The District continues to work with local communities to ensure that public supplies are sufficient and safe in all regions. Regional water supply plans will continue to be implemented in Region II (Santa Rosa, Okaloosa and Walton counties), Region III (Bay County) and Region IV (Gulf and Franklin counties) to identify appropriate alternative sources and implement water resource development and alternative water supply projects.

Recent project initiatives include planning for future development of reclaimed water and the interconnection of coastal utility systems.

## Coastal Water System Interconnect Project

The District is moving forward with plans to interconnect the water utilities in coastal communities from Gulf Breeze to Port St. Joe (Santa Rosa County through Gulf County). The project objective is to increase water supply reliability in coastal communities by allowing water movement between systems in the event of water shortages resulting from environmental emergencies, natural disasters or system failures. In April the District hired a contractor to provide planning, engineering, design, permitting and construction management services for the implementation of the project.

### EMPLOYEE SERVICE AWARDS AND RECOGNITIONS

*Employees who have achieved milestones in their years of service are recognized each year by the Governing Board. Those recognized in 2009 included:*

**For 30 years of service:**

Maria Culbertson, Administrative Assistant II

**For 25 years of service:**

Ronald L. Bartel, Director, Division of Resource Management;  
Stanley Tucker, Field Representative Specialist

**For 20 years of service:**

Thelma S. Whitfield, Administrative Assistant II;  
Tyler Macmillan, Chief, Bureau of Lands Management Operations;  
Elijah Simmons, Automotive Technician

**For 10 years of service:**

Allen R. Culpepper, Associate Field Representative; Sonja Skipper, Receptionist ;  
Eric Toole, Forest Lands Manager;  
Anne Lester, Clerk

**For 5 years of service:**

John Morrill, Field Representative Specialist;  
Barbara Lyninger, Assistant Permitting Specialist



*Maria Culbertson receiving 30 year plaque from Mr. Barr*



# JEFFERSON, LEON AND WAKULLA COUNTIES



*Aerial view of St. Marks and Wakulla rivers*

## Okeeheepkee Prairie Stormwater Management Facility

Lake Jackson's water quality will benefit from a new stormwater management facility being built in the Okeeheepkee sub-basin. The facility will catch urban runoff from the North Monroe Street commercial corridor and residential areas that drain to Megginis Arm, north of the interstate. The facility will be a wetland treatment system that will reduce nutrients, pesticides, greases, oils, sediments and other pollutants in runoff before it enters the lake. The District and Leon County have agreed to share the cost of construction. Leon County owns the property and will manage the facility upon completion.



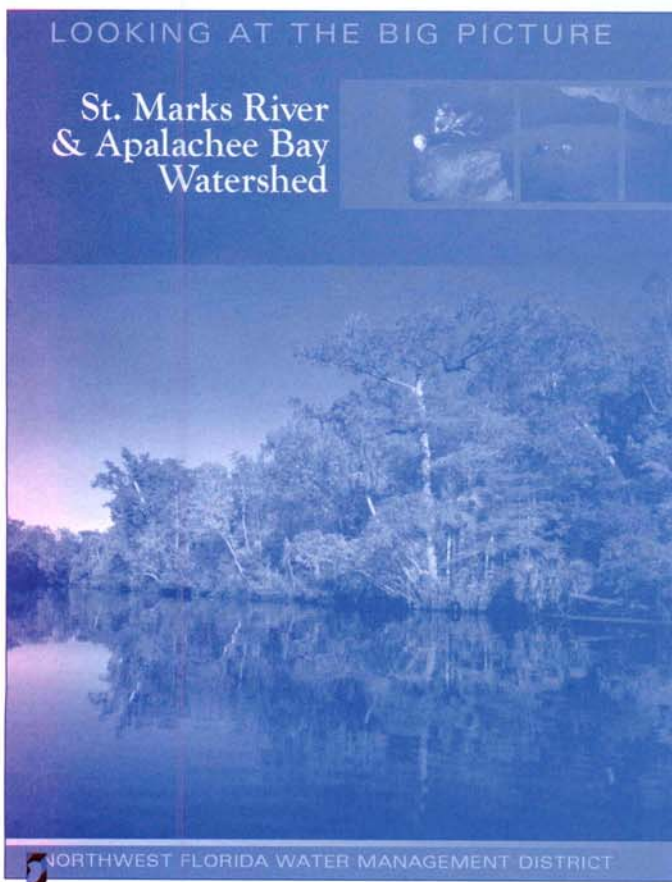
*Okeeheepkee Stormwater Management Facility*

## St. Marks River Watershed Surface Water Improvement and Management Plan

The District developed an updated St. Marks River Watershed Surface Water Improvement and Management (SWIM) plan. The plan presents numerous strategies to sustain watershed resources and ecosystems from Lake Miccosukee to Apalachee Bay. Improving stormwater treatment continues to be a priority, along with protection of numerous springs and their ground water contribution areas. Other priorities include assessment of estuarine freshwater needs, habitat restoration and education and outreach. The plan is available on the District's website.

## Educational Publications for the St. Marks Watershed

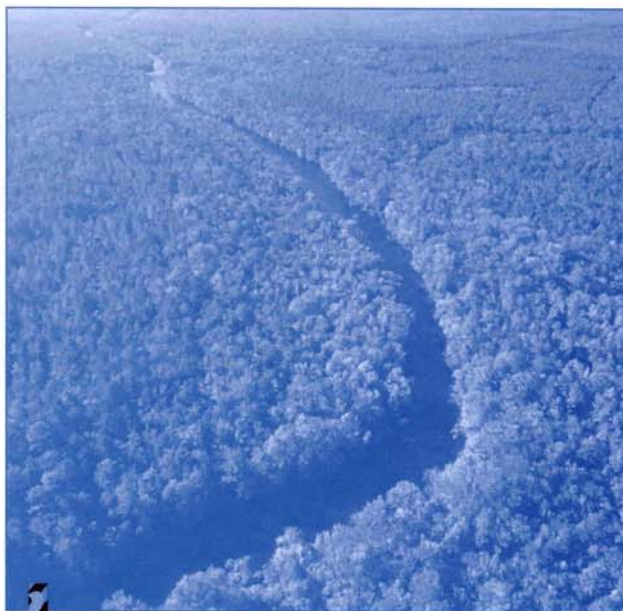
A new brochure, *Looking at the Big Picture: St. Marks River and Apalachee Bay Watershed*, was completed and made available to the public to provide information about this significant resource. It features the basin's



*New St. Marks Brochure*

unique hydrogeological characteristics and our role in the watershed. Professional photographs showcase the watershed's beauty and its karst features, such as spring-fed rivers, coastal marshes and disappearing streams. The brochure describes the District's research efforts into surface water quality, shows geological cutaway diagrams and highlights District partnerships to address environmental impacts. The St. Marks River watershed includes the St. Marks and Wakulla rivers and numerous springs. The brochure opens to a poster/photo of Fisher Creek sink in southern Leon County.

The District also developed an educational poster, *St. Marks River Watershed*, for distribution to area schools. The poster is an original illustration showing a non-technical overview of the topographical, geological, biological and hydrological features of the St. Marks River watershed. It was designed to introduce children to the geology of the area. Both publications are available by contacting the District's Public Information Office.



*Aerial of St. Marks River*

## Land Acquisitions

In March, the Governing Board approved the purchase of a 192-acre conservation easement in Leon County. This is a joint purchase with Blueprint 2000 under an agreement protecting the water resources and natural habitat values of the St. Marks River watershed in Leon

County. Blueprint 2000 and the District will each pay one-half the purchase price and associated expenses. The property is located on the south side of McCracken Road and the east side of Sunrise Road and abuts Black Creek Swamp and the Miccosukee Land Coop. A majority of the property consists of mesic upland hardwood, mixed bottomland hardwood, cypress dome, and drains into Black Creek. The District has purchased the development and land use conversion rights and preserved 102 acres of upland hardwood, bottomland hardwood and cypress dome habitat.



 *Bottomland hardwood habitat*

## Capital Cascade Park Watershed Restoration Project

The District continues its partnership with Blueprint 2000 to improve stormwater management in the City of Tallahassee. A grant of \$300,000 was awarded to Blueprint 2000 to contribute to water quality and habitat improvements at the Capital Cascade Trail project in downtown Tallahassee. The funding will help construct stormwater treatment facilities, restore the stream and wetlands, plant natural vegetation and develop other stormwater best management practices. The project is expected to help alleviate flooding in the area and improve water quality in downstream Lake Munson.

## Leon County Stormwater Monitoring

In September, the District renewed an agreement with the City of Tallahassee and Leon County to continue operating a stormwater flow monitoring program that includes 51 surface water and rainfall data collection stations. The program provides storm event and base flow discharge data for the major drainage basins in Leon County. The data provides continuous records of rainfall and surface water discharges that are used to design and implement improvements in the stormwater drainage system. Making the data publicly available reduces flood risks and damage. The data gathered also facilitates retrofit projects that reduce flooding and improves water quality. The District has operated the network for 18 years.



# CALHOUN, FRANKLIN, GADSDEN, GULF, JACKSON AND LIBERTY COUNTIES

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## Land Acquisitions

Two tracts were purchased to help protect the Chipola River in 2009. In January, approval was given for the purchase of approximately 338 acres in Jackson County along the Chipola River. The property is located on the

directly across the Chipola River from Christoff Landing on the District's Upper Chipola River Water Management Area and will be accessible to the public by boat.

A portion of the middle Chipola River corridor, including Look-n-Tremble rapids, will be protected by a District



 *Look and Tremble rapids on the Chipola River*

east side of the Chipola River and consists primarily of mixed bottomland hardwood habitat associated with the floodplain of the Chipola River. The property includes over 1.5 miles of Chipola River frontage and the northern most spring of the Baltzell Spring Group. It is

purchase approved in October. The 1,375-acre tract in Calhoun County includes 3.5 miles of river frontage north and south of County Road 274, three perennial streams and seven diverse upland and wetland habitats. The District plans to make the area available for

recreation activities, subject to public input. These may include canoeing, tubing, hiking, fishing, hunting, birding, primitive camping and nature appreciation.

## Quincy Stormwater Management

An \$80,000 grant was awarded to the City of Quincy to help the City evaluate stormwater and flooding conditions in the Tanyard Branch Basin of the Ochlockonee River watershed. The project will identify feasible project alternatives and funding strategies for construction of stormwater facilities to reduce flooding and pollutant loads. Open creeks, ditches, stormwater pipes and drains will be evaluated. The District will also provide highly accurate Light Detection and Ranging (LIDAR) elevation data to help the City identify cross-sections, grades and flood boundaries.

## Public Access Enhanced at Florida River Island

Vehicle access to 6,000 acres of District property at Florida River Island, in the Apalachicola River Water Management Area, will be enhanced through an agreement between the District and Liberty County. The District provided up to \$225,000 to the county to conduct road repair, improvement and maintenance to three public access roads. The majority of the funds will be used to purchase limerock for road repair and improvements. The county or their contractor will conduct the work. Private contractors were hired to install several low water crossings. In addition, \$25,000 of the funds will be used by the county for perpetual management and maintenance of public access roads, bridges, low water crossings, boat ramps, parking areas and other recreational facilities once road repair and improvement activities have been completed.

## Hydrologic Restoration in Whiskey George Basin

Approval was given in January to begin hydrologic restoration of the Whiskey George Basin. This project is part of a much larger restoration plan the District is developing in cooperation with the Florida Division of Forestry covering approximately 205,000 acres in Tate's Hell State Forest. The Whiskey George project will

include removal and recontouring of approximately six miles of dirt logging roads and roadsides ditches, construction of five low water crossings and one ditch plug, and improvement of five culverts. This project is expected to improve the water quality of stormwater runoff discharged into Whiskey George Creek and East Bay. The bay is an important estuarine system that serves as the primary nursery area for fish and other marine organisms in the Apalachicola Bay system. This restoration will enhance wetland function, restore historic wet savannas and improve fish and wildlife habitat within Tate's Hell State Forest. Funding for this project was provided through a special legislative appropriation and Florida Department of Transportation (DOT) wetland mitigation funds.

## Water Interconnect Project

The District awarded a \$100,000 grant to the City of Carrabelle to help develop a potable water system interconnection with the Alligator Point Water Resources District. This grant will allow Carrabelle to evaluate the current water system and plan an interconnection that will benefit both systems. The project will also include a water rate study that supports enactment of a conservation rate structure.

## Grant to Eastpoint Water and Sewer District

A \$59,330 grant was awarded to the Eastpoint Water and Sewer District for alternative water supply planning. The agreement provides funding for development of a ground water model and an assessment of impacts associated with projected demands. The effects of increased withdrawals over the next five to ten years and the long term sustainability of the ground water supply will be evaluated. Funding for the grant was from the Water Management Lands Trust Fund.



# BAY, HOLMES, OKALOOSA, WALTON AND WASHINGTON COUNTIES

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*Restored shoreline in Lynn Haven*

## Bay County Alternative Water Supply

In January the District awarded a \$2.1 million dollar grant to Bay County for developing an inland ground water source. Planned facilities include several Floridan Aquifer wells, pumps, treatment systems and transmission pipelines. Bay County currently relies on Deer Point Lake Reservoir to meet the majority of public water supply needs. This project will help ensure sufficient potable water supplies in the event of a drought, hurricane or other event that may affect the existing surface water supply. This funding is in addition to a \$5.47 million grant previously awarded to the

county. Bay County will provide additional funding for the project, which is estimated to cost \$15 million.


## Econfina Springs Complex Restoration

A public workshop was held at Pitt Spring, Bay County, in January to discuss and receive public input on proposed spring restoration and protection activities for Pitt and Sylvan springs. Proposed improvements include removing the cracked retaining wall at Pitt Spring and restoring it to a more natural condition using limestone boulders and native vegetation. Plans also include



enhancing the canoe dock and installing a float tube launching dock. To protect the springs and sensitive shorelines from erosion the design includes boardwalks,




 Pitt Spring retaining wall will be replaced

viewing decks and decorative wooden rail fencing. Improved parking, a composting restroom and picnic pavilions are also proposed. Construction is scheduled to begin in spring of 2010.

### Volunteers Improve Trail on Econfina Creek



 Volunteers completed this bridge on Econfina Creek

Volunteers led by the Florida Trail Association and the USDA Forest Service completed the second of two wooden suspension bridges across Econfina Creek, on the District's Econfina Creek Water Management Area. A Recreational Trails Program grant administered by the Office of Greenways and Trails and funding from the U.S. Forest Service, helped pay for materials, equipment and volunteer support.

Volunteers used innovative construction techniques to prevent adverse impacts to the habitat by reducing heavy equipment footprints. Contractors parked a cement truck on a designated road and provided a pumping trailer to send concrete through 500 feet of hose to fill bridge abutments. Volunteers also rigged wire cables, winches and straps to transport a Bobcat across the



 Completed Fender Bridge on Econfina Creek

creek to minimize damage. The bridges replace two old makeshift bridges, making the Florida Trail more accessible to the public.

### Interconnecting Freeport Water Supply

In January the District awarded a \$750,000 grant to the City of Freeport to construct a water transmission line between Portland and Choctaw Beach. The 12-inch water main will also interconnect the city's main water system to its North Bay system. This initiative will improve the

reliability of public water supply and help drought proof a designated Water Resource Caution Area. The City will lay approximately 35,900 feet of water line at an estimated cost of \$1.3-1.7 million. The District has made continuing investments in sustaining the region's water resources and this project is expected to complement long-term efforts by the District and local governments to protect water resources throughout the region.

## Alternative Water Supply

An additional \$500,000 in grant funding was awarded to Florida Community Services Corporation of Walton County (Regional Utilities) to expand the alternative water supply system serving southern Walton County. This project helps implement the Regional Water Supply Plan for Santa Rosa, Okaloosa and Walton counties. The plan specifies development of the inland Floridan Aquifer as a preferred alternative water supply source for coastal Walton County.

## Callaway to Extend Water and Sewer Lines to Allanton

A 16-inch water main is planned to extend from Callaway through the Allanton peninsula. The District will provide up to \$100,000 in funding to help the City of Callaway to extend water and wastewater service east of the city limits. Approximately 1300 residences are expected to receive water and sewer as a result of this extension. This will help ensure sustainable water resources for residents in the area and also prevent a proliferation of septic tanks close to East Bay.

## District Provides Funds for Natural Bridge Rise

The District awarded an \$118,000 grant to help Walton County acquire Natural Bridge Rise and surrounding property. This purchase is expected to provide numerous public benefits including water quality and flood protection, fish and wildlife habitat, and recreational resources. Natural Bridge Creek, in northern Walton County, flows northeasterly toward the Choctawhatchee River. At several places the creek disappears into swallets and reappears further downstream. The creek rises west

of Natural Bridge Road, flows a short distance, and enters a swallet that takes the flow under the road. It emerges on the other side of the road as an eight foot spring window known as Natural Bridge Rise. Included in the proposed purchase are the rise, part of the creek, and adjacent lands that provide a protective buffer for the waterway. The creek and rise have been impacted by erosion and sedimentation from nearby dirt roads and property. The District will work with Walton County to restore this important environmental resource.



*Natural Bridge Creek, near the rise*

## Land Acquisitions

Two purchases in 2009 will provide additional protection to the Choctawhatchee River and Bay system. The District purchased 121.5 acres on Holmes Creek in Washington County. This property will be used as a Department of Transportation (DOT) mitigation for two bridge replacements on Highway 79. The parcel is also adjacent to existing District property and will provide public access for District lands north of Holmes Creek. This property was acquired with Florida Forever funds.

In June the Governing Board approved the purchase of 40 acres in Walton County on Live Oak Point Peninsula. The property is located north of Hogtown Bayou and

south of Choctawhatchee Bay. The property consists of estuarine marsh habitat and will be used to address DOT mitigation needs and enhance water resource protection of the Choctawhatchee Bay.

primitive campsites, rail fencing, picnic tables, grills and fire circles. The District will provide up to \$175,000 and Walton County will provide final designs, permits and all personnel and equipment.



 *Live Oak Point on Choctawhatchee Bay*

## Boat Landing Repairs and Improvements on Choctawhatchee River and Holmes Creek

In October the Governing Board approved an agreement with Walton County for repairs to River Landing and Dead River Landing. At River Landing the District will provide up to \$25,000 to build a boardwalk for bank fishing just south of the landing. Walton County will provide final designs, permits and all personnel and equipment needed to construct the boardwalk. Planned repairs at Dead River Landing include a paved parking area with associated stormwater facilities, retaining walls, a floating dock/pedestrian ramp, eight primitive RV campsites (no water, electricity or dumping station),

The Governing Board also approved an agreement with Washington County for improvement to Hightower, Spurling and Live Oak landings on Holmes Creek. Hightower Landing is scheduled for a parking area and stormwater facilities, bank stabilization, limerock access road, rail fencing and a boardwalk and deck overlooking the spring pool. A limerock parking lot will be constructed at Spurling Landing along with picnic areas, primitive camping sites, rail fencing, grills and fire circles. Live Oak Landing needs ramp repair and significant creek bank stabilization. Additional parking and stormwater facilities will also be constructed.

## Corridors of Life: The Saint Andrew Bay Watershed

The District, in conjunction with The Quest Foundation, released a film on the St. Andrew Bay Watershed. The film highlights the District's water supply and water resource protection mission as well as land management, habitat restoration and public access and recreation in the 42,000 acre Econfina Creek Water Management Area. It includes sections on the geology of the area, wildlife, trails and springs. The film was distributed to middle and high schools in the St. Andrew Bay Watershed and was aired on the Florida Education Channel. The film recently received a Gold Award from the Association of Marketing and Communication Professionals.

## Grant Funds for Choctawhatchee Basin Alliance

The District has maintained a productive relationship with the Choctawhatchee Basin Alliance (CBA) for many years. This has included cooperative implementation of water quality monitoring, public outreach and education and nonpoint source pollution abatement activities as outlined in the District's Choctawhatchee River and Bay Surface Water Improvement and Management (SWIM) Plan. The CBA has recently completed two stormwater retrofit facilities in cooperation with the District, the City of Destin and Walton County. A grant of \$50,000 approved in August will help CBA continue its efforts during the next year.

## Deer Point Watershed Monitoring

The District continued its water resources monitoring in the Deer Point Lake basin, the principle source of drinking water in Bay County. The monitoring program includes six stage and discharge stations and three rainfall stations in the Deer Point Lake watershed. These monitoring stations measure continuous discharge, rainfall and stage levels in the Deer Point Lake watershed. Preservation and management of this vital resource is a priority for Bay County and the District. The District has actively participated in the protection and management of this resource through land acquisition and protection activities along Econfina Creek, which is the principal tributary supplying Deer Point Lake.

## Bay County Stormwater Monitoring

The District continued to provide monitoring and technical assistance to Bay County for its stormwater conveyance system. The District operates and maintains continuous data recorders at one stage station, one stage/discharge station and three rainfall stations. The data collected for this program assists Bay County in monitoring stormwater discharge to Deer Point Lake and adjacent bays.



# ESCAMBIA AND SANTA ROSA COUNTIES



 *Pitcher plants on Garcon Point*

## Land Acquisitions

In January the Governing Board approved the purchase of 820 acres on Perdido Bay in Escambia County. The property lies west of Saufley Field, south of Redfish Point and north of Ramsey Beach. The property is bisected by a stormwater ditch owned by the U.S. Navy that conveys water off Saufley Field runway into Perdido Bay. The western parcel borders Eleven Mile Creek and will protect approximately one mile of Perdido Bay shoreline and one mile of the eastern bank of the creek. This property will provide mitigation for Florida Department of Transportation (DOT) improvements on U.S. Highway 98 and Blue Angel Parkway. The District will mitigate for highway construction by preserving and restoring wetlands on the property.

## Lands Restoration

Hydrologic restoration at the Yellow River Ranch parcel, purchased in 2005, has continued throughout the year. Approximately 153 acres of the parcel were intact bottomland and cypress/tupelo floodplain habitat, while



 *Perdido Bay Property*

121 acres had been converted to improved pasture. The District initiated wetland restoration by removing cattle, breaching sections of ten-foot tall dikes, filling drainage ditches, and eradicating exotic trees and pasture grasses. The District also conducted the first prescribed burn in February for 13 acres of wet flatwoods with an excellent recovery of flatwood species. Additional wet pine flatwoods, bottomland hardwoods, and wet prairie wiregrass will be planted on the site in early 2010. These habitat restoration activities help mitigate unavoidable wetland impacts from road widening by DOT.

Along the Perdido River, 67 acres are undergoing habitat restoration while also preserving rare orchid species, parrot and white-top pitcher plants. The District has removed fire suppressed shrubs and leveled large windrows to help restore wet pine savannah and bottomland hardwood habitat. Bottomland hardwoods and wiregrass will be planted on the site in early 2010.



*Controlled burn on Yellow River Ranch*

Future prescribed fires in the pine flatwoods and wet prairie will encourage the release of native seeds and help enhance the native habitat.

### Perdido River Canoe Launch

In 2006, the District purchased 5,456 acres on the Perdido River in Escambia County. A series of public workshops were held to develop public access and recreation plans for the property. It was determined that Fillingim Landing should be developed as a recreational site. In March the Governing Board approved the



*Perdido River canoe launch*



*Native grass on Yellow River Ranch*

construction of a canoe/kayak/small carry-in boat launch with a small parking area and basic picnic facilities. Construction of the launch ramp and dock was completed in the fall and improvements to the adjacent parking and recreation area are underway.

### Gulf Power's Crist Plant Recognized for Water Reuse

In July the Governing Board passed a resolution recognizing and supporting the commitment of Gulf Power Company to use reclaimed water at the James F. Crist Electric Generating Plant in Escambia County. The company is installing a new scrubber system to reduce emissions of sulfur dioxide and mercury. This system requires substantial amounts of water to remove pollutants prior to release. Gulf Power has committed to using reclaimed water from the new Central Water Reclamation Facility rather than surface and ground water resources.

# COMBINED BALANCE SHEET

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

September 30, 2009

## Assets

### Current Assets:

Cash and Cash Equivalents	\$	198,748
Investments		71,512,477
Accounts Receivable		183,680
Due From Other Governments		6,299,769
Due From Other Funds		8,030,509
Deposits		7,713
Prepaid Items		2,839
<b>Total Current Assets</b>	<b>\$</b>	<b>86,235,735</b>

### General Capital Assets (Net of Applicable Depreciation):

Land and Improvements	\$	161,057,419
Buildings and Improvements		1,688,467
Machinery and Equipment		1,695,556
<b>Total General Fixed Assets</b>	<b>\$</b>	<b>164,441,442</b>

### Other Debits:

Amount to be Provided for Retirement of General Long-Term Debt	\$	671,380
<b>Total Other Debits</b>	<b>\$</b>	<b>671,380</b>

**Total Assets and Other Debits** **\$ 251,348,557**

## Liabilities and Fund Equity

### Liabilities:

Accounts Payable and Accruals	\$	1,564,938
Deferred Revenue		24,807,403
Due to Other Funds		8,030,509
Liability for Compensated Absences		671,380
<b>Total Liabilities</b>	<b>\$</b>	<b>35,074,230</b>

### Fund Equity:

Investment in General Capital Assets	\$	164,441,442
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### Fund Balances:

#### Reserved:

Prepaid Items	\$	2,839
Land Acquisition	\$	3,824,987
Land Management/Acquisition		7,120,351
Mitigation		1,098,387
<b>Total Reserved</b>	<b>\$</b>	<b>12,046,564</b>

#### Unreserved:

Undesignated	\$	474,941
Designated		39,311,380
<b>Total Unreserved</b>	<b>\$</b>	<b>39,786,321</b>

**Total Fund Balance** **\$ 51,832,885**

**Total Liabilities and Fund Equity** **\$ 251,348,557**

# FINANCIAL STATEMENT

For Fiscal Year Ended September 30, 2009

## **Revenue and Other Receipts**

Federal Sources:

US DOT/FDOT-Efficient Transportation Decision Making	\$	76,275
DEP/EPA Surface Water Sampling Grant Awards		125,375
DEP-Ambient Monitoring		169,104
FEMA-Map Modernization / Cooperative Technical Partners		2,495,171
<b>Total Federal Sources</b>	<b>\$</b>	<b>2,865,925</b>

State and Local Government Sources:

DEP-Statewide Surface Water Restoration Projects	\$	2,276,139
DEP-Chapter 62-524 F.A.C. Program Implementation		60,000
DEP-General Appropriations		1,044,926
DEP-Florida Forever Trust Fund		7,439,616
DEP-Water Management Lands Trust Fund		5,867,699
DEP-Payment in Lieu of Taxes (WMLTF)		46,561
DEP-Surface Water Management Permitting Program (Wetlands)		300,000
DEP-Florida Springs Initiative		98,325
DEP-Water Protection and Sustainability Trust Fund		2,117,744
DEP-Environmental Resource Permitting		3,840,000
DOT-Mitigation Plan and Restoration Projects		1,127,967
Leon County Stormwater Monitoring		122,700
Bay County Stormwater Monitoring		9,700
Bay County Deer Point Watershed Monitoring		34,763
Washington Co. School Board - Interim Lands Mgmt		5,293
Leon County - Construction of Okeehoopkee RSTF		256,806
Sale of Mitigation Credits - Local Government		115,500
Other Funding		202
<b>Total State and Local Government Sources</b>	<b>\$</b>	<b>24,763,941</b>



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Agency Sources:

Ad Valorem Taxes (.045 mill)	\$	4,538,582
Permit and Inspection Fees		397,330
Regulatory Penalties		66,650
Interest		(106,549)
Timber Sales		1,049,835
Miscellaneous		80,158
<b>Total Agency Sources</b>	<b>\$</b>	<b>6,026,006</b>
<b>Total Revenues</b>	<b>\$</b>	<b>33,655,872</b>

Other Sources:

Sale of General Fixed Assets	\$	6,908
<b>Total Other Sources</b>	<b>\$</b>	<b>6,908</b>
<b>Balance Brought Forward from Prior Fiscal Year</b>	<b>\$</b>	<b>47,450,983</b>
<b>Total Revenue, Other Sources and Cash Balance</b>	<b>\$</b>	<b>81,113,763</b>

**Expenditures**

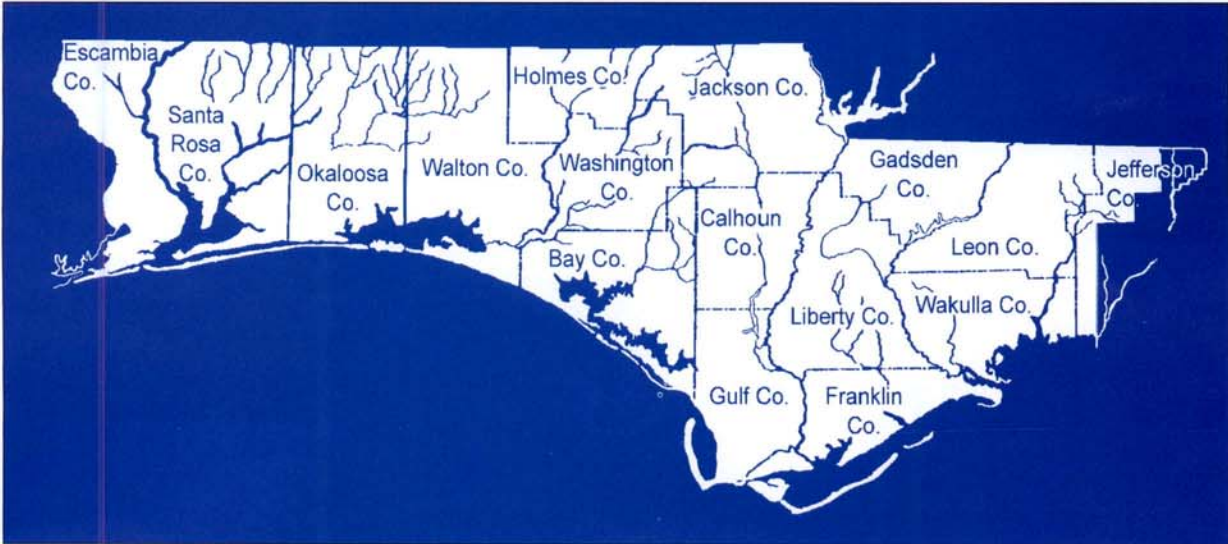
Salaries and Benefits	\$	8,666,223
Contractual Services-Consultants		5,563,573
Operating Expenses		2,540,889
Grants and Aids		8,906,339
Operating Capital Outlay		3,603,854
<b>Total Expenditures</b>	<b>\$</b>	<b>29,280,878</b>

**Fund Balance**

Reserved:		
Prepaid Items	\$	2,839
Land Acquisition	\$	3,824,987
Land Management/Acquisition		7,120,351
Mitigation		1,098,387
<b>Total Reserved</b>	<b>\$</b>	<b>12,046,564</b>
Unreserved:		
Undesignated	\$	474,941
Designated		39,311,380
<b>Total Unreserved</b>	<b>\$</b>	<b>39,786,321</b>
<b>Total Expenditures and Fund Balance</b>	<b>\$</b>	<b>81,113,763</b>



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT



## DISTRICT OFFICES

### Headquarters

81 Water Management Drive  
Havana, Florida 32333-4712  
Tel. (850) 539-5999  
Fax. (859) 539-2777

### Environmental Resource Permitting Offices

2252 Killearn Center Boulevard, Suite 2D  
Tallahassee, Florida 32309  
Tel. (850) 921-2986  
Fax. (850) 921-3082

800 Hospital Drive  
Crestview, Florida 32539  
Tel. (850) 683-5044  
Fax. (850) 683-5050

### Marianna Office

4765 Pelt Street  
Marianna, Florida 32446  
Tel. (850) 482-9522  
Fax. (850) 482-1376

Web Site: [www.nwfwmd.state.fl.us](http://www.nwfwmd.state.fl.us)



## ANNUAL REPORT 2009

*Concept and Text:* Lucinda Scott

*Graphic Design:* Rising Sun Design

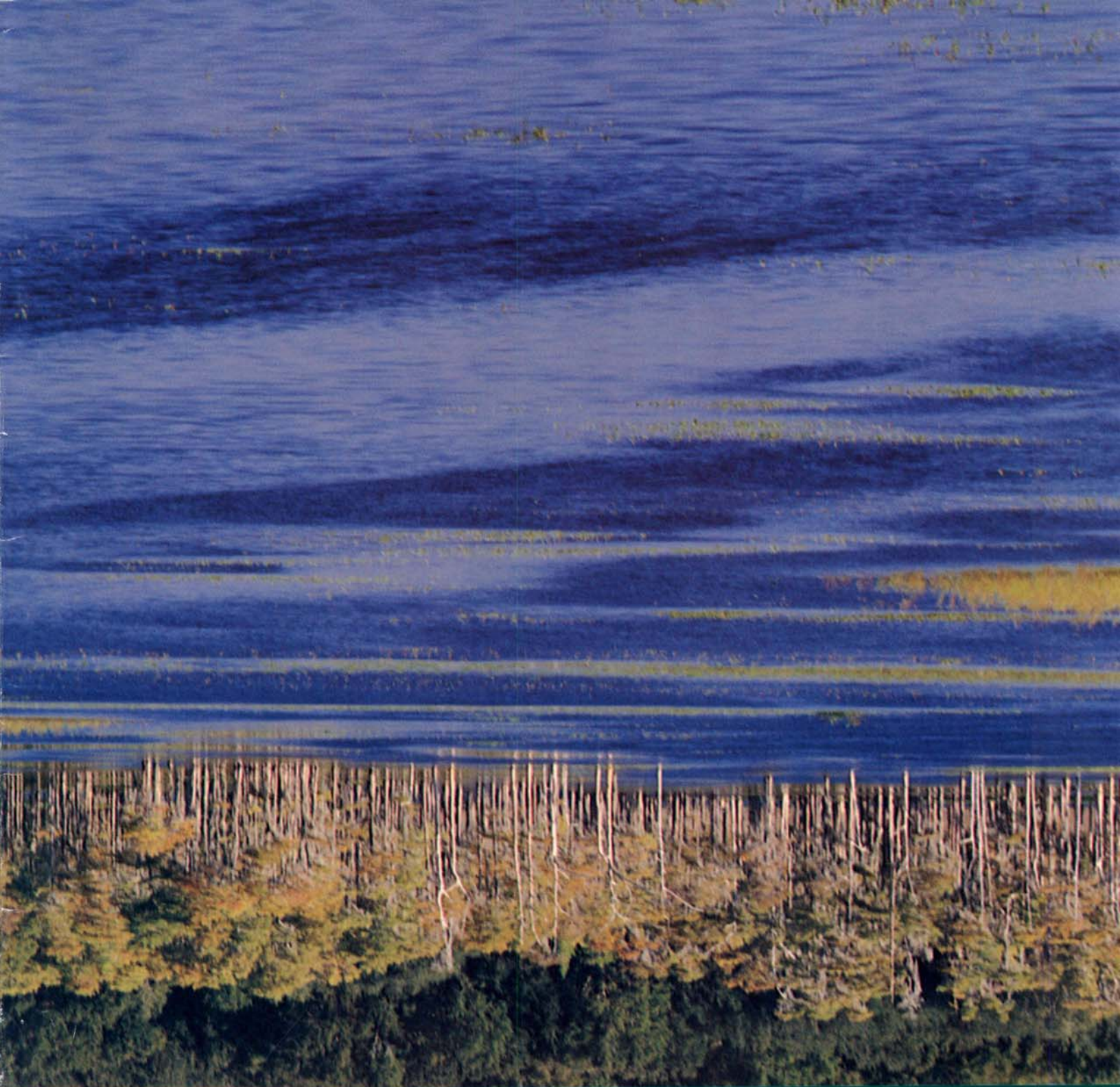
*Editing and Other Contributions:* Douglas Barr, Kristopher Barrios, Ron Bartel, Carol Bert, Amanda Bedenbaugh (Financial Statements), Duncan Cairns, Angela Chelette, David Clayton, William Cleckley, Kathleen Coates, Christina Coger, Faith Eidse, Guy Gowens, Lance Laird, Anne Lester, Robert Lide, Lee Marchman, Tyler Macmillan, Chris Richards, George Roberts, Paul Thorpe, Thelma Whitfield, Nick Wooten, Jean Whitten

*Cover Photograph:* James Valentine, Naturalist Photographer

*Governing Board Photographs:* Tim Ard, Crawford Photography, Milo Stewart, Jerry Pate photograph ©2006 PGA Tour/WireImage.com

This document was produced by the Northwest Florida Water Management District Office of Public Information to inform the public of the District's activities. It was printed on recycled paper at a cost of \$1.45 per copy.

Annual Report 2010-01



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

81 Water Management Drive  
Havana, Florida 32333  
(850) 539-5999

**GOVERNING BOARD MEETING  
SCHEDULE FOR 2011**

January 27 (Thursday)	District Headquarters
February 24 (Thursday)	District Headquarters
March 24 (Thursday)	District Headquarters
April 28 (Thursday)	District Headquarters
May 26 (Thursday)	Crestview Field Office
June 23 (Thursday)	District Headquarters
July 28 (Thursday)	District Headquarters
August 25 (Thursday)	District Headquarters
September 13 (Tuesday)	Crestview Field Office (5:05 p.m. - Public Hearing on Budget)
September 22 (Thursday)	District Headquarters (Board Meeting and Budget Hearing)
October 27 (Thursday)	District Headquarters
November 30 (Wednesday)	District Headquarters
December 1 (Thursday)	District Headquarters



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 12-20-2010

TO: Doris Harris, Deputy Clerk

BCC: 07-08-2010

CAR II-23 FY/PY 2010/2011 CDBG Program Grant Agreement Number B-10-UC-12-0012 Amendment; F/Y/PY 2010/2011 HOME Program Grant Agreement Number M10-DC120225 Amendment; and FY/PY 2010/20111 ESG Program Grant agreement Number S10-UC-12-0022 Amendment

Please Initial and Date  
Below on Line Provided

Shirley Gafford 12/20/10

Shirley Gafford, Program Coordinator, County Administrator's Office

Attached is one original of each of the above-noted documents for filing with the Board's Minutes.

Thank you.

LC 12/20/10 for

Doris Harris, Deputy Clerk

2010 DEC 20 P 2:14  
CLERK OF DISTRICT COURT  
ESCAMBIA COUNTY, FLA.

Return This Cover Page & Documents (as applicable) to Shirley Gafford



Post Office Box 18178  
Pensacola, Florida  
32523-8178  
Phone 850-458-9466

## MEMORANDUM

TO: Shirley Gafford, County Administrator's Office

FROM: Randy Wilkerson, Executive Director, NEFI

DATE: December 16, 2010

RE: Amendments to HUD Agreements  
2010-11 CDBG, HOME and ESG Programs

Attached is one fully executed original grant agreement amendment for the CDBG, HOME and ESG programs for the County's official records.

The grants were originally approved by the Board on July 8, 2010 (agenda attached) with the original grant agreements signed by the County on 10/21/10.

Should you have questions, please call.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-39. Approval of Various Consent Agenda Items – Continued



23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
  - B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.
24. See Page 37.
25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):
- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
  - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**Clerk & Comptroller's Report**

**Item #: 5.**

**Date:** 01/06/2011

**Minutes and Reports**

**From:** Doris Harris

---

**Information**

**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 December 9, 2010;
  - B. Approve the Minutes of the Regular Board Meeting held December 9, 2010;
  - C. Approve the Minutes of the Special Board Meeting held December 16, 2010;
  - D. Approve the Minutes of the Attorney-Client Session held December 16, 2010; and
  - E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 16, 2010.
- 

**Attachments**

CR I-5



REPORT OF THE AGENDA WORK SESSION  
HELD DECEMBER 9, 2010  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 10:33 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Grover C. Robinson, IV, District 4  
Commissioner Gene M. Valentino, District 2  
Commissioner Marie K. Young, District 3  
Mrs. Lisa N. Bernau, Chief Deputy, representing the  
Honorable Ernie Lee Magaha, Clerk of the Circuit Court & Comptroller  
Mr. Charles R. "Randy" Oliver, County Administrator  
Mrs. Alison Rogers, County Attorney  
Mrs. Patricia L. Sheldon, Clerk & Comptroller's Administrator of Financial Services  
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Mrs. Doris Harris, Deputy Clerk to the Board

1. FGR INFORMATION: The agenda package for the 5:30 p.m., December 9, 2010, Regular Board Meeting was reviewed as follows:
  - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office; County Attorney Rogers; County Administrator Oliver; Keith Wilkins, Deputy Bureau Chief, Neighborhoods/Community Service Bureau; and Sandra "Sam" Slay, Environmental Code Enforcement Officer, reviewed the agenda cover sheet;
  - B. Patricia L. Sheldon, Clerk & Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau, reviewed the Growth Management Report;
  - D. Shirley L. Gafford, Program Coordinator, County Administrator's Office; County Administrator Oliver; County Attorney Rogers; and Amy Lovoy, Bureau Chief, Management and Budget Services Bureau, reviewed the County Administrator's Report, and County Administrator Oliver presented a PowerPoint Presentation regarding CAR III-1, entitled *Pensacola Civic Center – Strategies to Move Forward*;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Robinson and Commissioner White each reviewed his add-on Items.

	NAME	DEPARTMENT/AGENCY
	DAVID MUSSECHT	IT
1	<del>David Mussecht</del>	<del>IT</del>
2	RYAN HATLER	CLARK PARTINGTON HART
3	Souya Daniel	PIO
4	Cam Johnson	PIO
5	Kelly Cooke	PIO
6	Ron Johnson	PSWM
7	<del>Tom Snell</del>	HR
8	Amy Loney	MBS
9	Wes Moreno	PW
10	<del>David</del>	FACILITIES MGT
11	LARRY GOODWILL	PIU
12	Susan Hendry	CAO
13	Ron & Jo Barber	Citizens
14	Joy D. Blair	Public Works
15	Pam Allen	Extension
16	Susan Nowlan	SMH
17	Cydney Pennington	SMH
18	Janice Price	PWJ
19	Paul Lundy	CAO
20	Randy White	NEIRE
21	Pietro Dim	DTM
22	ALYSON KERR	DSB
23	Allison Cain	DSB
24	Keith Wilkins	C+E
25	Dawn Jacobs	BCC Dist
26	Sharon Brazwell	BCC DI
27	Bob Dennis	MBS / Purchasing
28	John Sims	ECFR
29	MIKE WEAVER	IS
30	<del>John Sims</del>	M & B
	David Summers	Public

Name

Jill Holbrook  
Marilyn West  
Valerie G. Jones  
Carla Jones  
Susan Holt

Dept / Agency

myself / Ohio

BOB

Community Services  
"

C&E Bureau / Solid Waste

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Lisa Bernau	Clark - Controller
2	Patty Sheldon	Clark + Controller Finance
3	Nancy Lewis	Clark to the Board
4	Ruby Lewis	County Admin.
5	Shalee L. Saffers	CAO
6	KEVIN W WHITE	BCC
7	Wilson Robertson	BCC
8	Rene M. Valentin	BCC
9	Marie A. Young	BCC
10	Grover Robinson	BOCC
11	[Signature]	City [Signature]
12	D. Simpson	" " "
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD DECEMBER 16, 2010  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 10:33 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Grover C. Robinson, IV, District 4  
Commissioner Gene M. Valentino, District 2  
Mrs. Lisa N. Bernau, Chief Deputy Clerk, representing the  
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller  
Mr. Charles R. "Randy" Oliver, County Administrator  
Mrs. Alison Rogers, County Attorney  
Mrs. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Marie K. Young, District 3

AGENDA NUMBER

1. Call To Order

Chairman White called the Committee of the Whole (C/W) to order at 9:01 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on December 11, 2010, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 13 – December 17, 2010, Legal No. 1500351.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Bridge Prioritization Program

- A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Escambia County Bridge Prioritization & Budget Needs*, presented by Bart Hendrix, Hatch Mott McDonald; and
- B. Board Direction – The C/W recommends that the Board adopt the list of priorities for bridges for the next five years (*as outlined in the Escambia County Bridge Prioritization & Budget Needs PowerPoint Presentation prepared by Hatch Mott MacDonald*).

**Recommended 4-0, with Commissioner Young absent**

4. Discuss the Possibility of a Non-Binding Request for Letters of Interest/Request for Proposals for Outside Counsel for BP Oil Spill Issues

- A. Discussion – The C/W heard the request from County Attorney Rogers for Board direction concerning advertising a Non-binding Request for Letters of Interest/Request for Proposals for outside counsel for BP Oil Spill issues; and
- B. Board Direction – The C/W recommends that the Board authorize the County Attorney to advertise a Non-Binding Request for Letters of Interest/Request for Proposals for Outside Counsel for BP Oil Spill Issues.

**Recommended 4-0, with Commissioner Young absent**

5. Escambia County Area Transit Annual Report

- A. Discussion – The C/W discussed Escambia County Area Transit Annual Report, and the C/W:
  - (1) Viewed and discussed two PowerPoint Presentations, which were also provided in hard copy, one entitled, *ECAT 2010 Annual Operations Report*, presented by Kenneth Gordon, General Manager, Escambia County Area Transit (ECAT); and one entitled, *Escambia County Transit Development Plan Update FY 2011-2020*, presented by William Morris, Senior Research Associate, CUTR (*Center for Urban Transportation Research*); and

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(2) Heard comments from Mary Robinson concerning the MTAC's (*Mass Transit Advisory Committee*) focus, which was also provided in hard copy; and

B. Board Direction – None.

6. Exterior Advertising on Escambia County Area Transit Buses

A. Discussion – The CW was advised by Larry Newsom, Interim Assistant County Administrator, that Deborah Crossland (*owner of Transit Advertising Limited, Inc.*) does not wish to extend her contract, which expires December 2010; therefore, staff is moving forward with drafting an RFP (*Request for Proposals*), which will be advertised by the end of January 2011; and

B. Board Direction – None.

7. Fraternity Houses/Zoning Issues

A. Discussion – The CW discussed Fraternity Houses/Zoning Issues; and

B. Board Direction – The CW recommends that the Board direct staff in the County Attorney's Office and the Planning Division to prepare, and schedule a Public Hearing for consideration of adopting, an Ordinance, similar to those adopted by other communities, that would prohibit fraternity housing and other unsuitable types of activities in the R-1, Single-Family District, Low Density.

**Recommended 4-0, with Commissioner Young absent**

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Panhandling/Solicitation Ordinance

A. Discussion – The C/W discussed Panhandling/Solicitation Ordinance, and the C/W:

- (1) Was advised by County Attorney Rogers that a Public Hearing to consider adopting an Ordinance providing for amendments to the Panhandling and Solicitation Ordinance is scheduled for January 20, 2010;
- (2) Upon inquiry from Commissioner Robinson, was advised by County Attorney Rogers that, according to State Law, panhandling in the road bed/median is illegal; and
- (3) Heard the request from Commissioner Robertson that the County Attorney research whether or not the median is a part of the right-of-way; and

B. Board Direction – None.

9. Adjourn

Chairman White declared the C/W Workshop adjourned at 10:33 a.m.



AI-231

Item #: 9.

**BCC Regular Meeting**

**Date:** 01/06/2011

---

**Information**

**SUBJECT:**

Growth Management Report

---

**Attachments**

GMR Report

GROWTH MANAGEMENT REPORT  
January 6, 2011

**I. PUBLIC HEARING**

1. Review of the Rezoning Cases heard by the Planning Board on December 13, 2010

**RECOMMENDATION:**

That the Board take the following action concerning the rezoning cases heard by the Planning Board on December 13, 2010:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2010-18 and Z-2010-19 or remand the case(s) back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

- 1. Case No.: Z-2010-18**
- Location: 300 Beverly Parkway  
Property Reference No.: 46-1S-30-2001-001-037  
Property Size: 0.34 (+/-) acres  
From: R-6, Neighborhood Commercial and Residential District (cumulative) High Density (25 du/acre)  
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)  
FLU Category: MU-1, Mixed Use & C, Commercial  
Commissioner District: 3  
Requested by: Tom Hammond, PE, Agent for Ramzan Ali, Owner  
Planning Board Recommendation: Approval  
Speakers: Tom Hammond
- 2. Case No.: Z-2010-19**
- Location: 3407 N Tarragona Street  
Property Reference No.: 04-2S-30-6001-005-021  
Property Size: 0.16 (+/-) acres  
From: R-3, One-family and Two-family District (cumulative) Medium Density (10 du/acre)  
To: R-5, Urban Residential/Limited Office District (Cumulative) High Density (20 du/acre)  
FLU Category: C, Commercial  
Commissioner District: 3  
Requested by: Leonard and Carrie Walker, Owners  
Planning Board Recommendation: Approval  
Speakers: Leonard Walker  
Della Cruse

2. 5:45 p.m. – Thursday, January 6, 2011 – Public Hearing – Amendment to the Official Zoning Map

**RECOMMENDATION:**

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 13, 2010 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. – Thursday, January 6, 2011 – Public Hearing – LDC Ordinance – Articles 2 & 3 “Spot Zoning”

**RECOMMENDATION:**

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 2 “Administration,” to amend the language describing what constitutes “spot zoning”; and amending Article 3 “Definitions,” to add a definition for “spot zoning.”

## **II. CONSENT AGENDA**

1. Schedule of Public Hearings

**RECOMMENDATION:**

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

### **A. Thursday, January 20, 2011**

1. 5:45 p.m. - Public Hearing - Compliance Agreement with the Florida Department of Community Affairs regarding the EAR Based Amendments to the Escambia County Comprehensive Plan.
2. 5:46 p.m. - Public Hearing - Comprehensive Plan Evaluation & Appraisal Report (EAR) Based Amendments Adoption Hearing Remedial Amendments.

### **B. Thursday, February 3, 2011**

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on January 10, 2011.

<b>Case No.:</b>	<b>Z-2011-01</b>
Location:	300 Highway 95-A
Property Reference No.:	14-1N-31-1004-001-004
Property Size:	13.3 (+/-) acres
From:	VM-1, Villages Mixed Residential/Commercial District (gross density for residential uses 4 du/per acre)
To:	GBD, Gateway Business District
FLU Category:	I, Industrial & MU-6, Mixed-Use 6
Commissioner District:	5
Requested by:	Wiley C. “Buddy” Page, Agent for Universal Fabricators, Inc.

2. 5:46 p.m. - Public Hearing - LDC Ordinance - Articles 3 & 6 “Wind Turbines”



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Public Hearing Item #: 1.**

**Growth Management Report**

**Date:** 01/06/2011

**Issue:** Review of the Rezoning Cases heard by the Planning Board on December 13, 2010

**From:** T. Lloyd Kerr

**Organization:** Development Services

---

**Information**

**RECOMMENDATION:**

That the Board take the following action concerning the rezoning cases heard by the Planning Board on December 13, 2010:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2010-18 and Z-2010-19 or remand the case(s) back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

**1. Case No.: Z-2010-18**  
Location: 300 Beverly Parkway  
Property Reference No.: 46-1S-30-2001-001-037  
Property Size: 0.34 (+/-) acres  
From: R-6, Neighborhood Commercial and Residential District (cumulative) High Density (25 du/acre)  
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)  
FLU Category: MU-1, Mixed Use & C, Commercial  
Commissioner District: 3  
Requested by: Tom Hammond, PE, Agent for Ramzan Ali, Owner  
Planning Board Approval  
Recommendation:  
Speakers: Tom Hammond

**2. Case No.: Z-2010-19**  
Location: 3407 N Tarragona Street  
Property Reference No.: 04-2S-30-6001-005-021  
Property Size: 0.16 (+/-) acres  
From: R-3, One-family and Two-family District (cumulative) Medium Density (10 du/acre)

To: R-5, Urban Residential/Limited Office District (Cumulative) High Density (20 du/acre)  
FLU Category: C, Commercial  
Commissioner District: 3  
Requested by: Leonard and Carrie Walker, Owners  
Planning Board Approval  
Recommendation:  
Speakers: Leonard Walker  
Della Cruse

**BACKGROUND:**

The above cases were owner initiated and heard at the December 13, 2010 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony.”

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 on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Z-2010-18

Z-2010-19

# Z-2010-18

PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010

FOR ESCAMBIA COUNTY, FLORIDA  
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, December 13, 2010, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN  
 TIM TATE, VICE CHAIRMAN  
 DOROTHY DAVIS  
 STEVEN BARRY  
 R. VAN GOODLOE  
 KAREN SINDEL  
 ALVIN WINGATE  
 PATTY HIGHTOWER, SCHOOL BOARD MEMBER  
 STEPHANIE ORAM, NAVY REPRESENTATIVE  
 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY



DEVELOPMENT SERVICES BUREAU:

T. LLOYD KERR, AICP, BUREAU CHIEF  
 HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING  
 LYNETTE HARRIS, PROJECTS AND COMPREHENSIVE PLANNING  
 DAVID FORTE, PROJECTS AND COMPREHENSIVE PLANNING  
 GENERAL PUBLIC

REPORTED BY: LINDA V. CROWE, COURT REPORTER

PROCEEDINGS

1  
 2 MR. BRISKE: Good morning everyone. I would  
 3 like to call the meeting of the Escambia County  
 4 Planning Board for December 13, 2010 to order. And  
 5 it looks like we do have a full board here, so we do  
 6 have a quorum.  
 7 I would like to ask Mr. Wingate to lead us in  
 8 the Invocation and the Pledge, please.  
 9 MR. WINGATE: Please stand.  
 10 (Invocation and Pledge of Allegiance.)  
 11 MR. BRISKE: Thank you, Mr. Wingate. We will  
 12 start with our quasi-judicial hearings. And to  
 13 start with, do we have Proof of Publication?  
 14 MS. SPITSBERGEN: Yes, sir. The meeting was  
 15 advertised in the November 24th, 2010 Pensacola News  
 16 Journal.  
 17 MR. BRISKE: Does that publication meet all of  
 18 the legal requirements?  
 19 MS. SPITSBERGEN: Yes, sir, it does.  
 08:34 20 MR. BRISKE: The Chair will entertain a motion  
 21 to waive the reading of the legal.  
 22 MR. BARRY: So moved.  
 23 MR. TATE: Second.  
 24 MR. BRISKE: A motion and a second. All those  
 25 in favor, say aye.  
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1 (Aye.)  
 2 MR. BRISKE: Opposed.  
 3 (None indicated.)  
 4 MR. BRISKE: All right. It passes unanimously.  
 5 (The motion passed unanimously.)  
 6 MR. BRISKE: At this hearing the Planning Board  
 7 is acting under its authority to hear and make  
 8 recommendations to the Board of County Commissioners  
 9 on rezoning applications. These hearings are  
 10 quasi-judicial. Quasi-judicial hearings  
 11 are like evidentiary hearings in a court of law,  
 12 however, less formal.  
 13 All testimony will be given under oath and  
 14 anyone testifying before the Planning Board may be  
 15 subject to cross-examination.  
 16 All documents and exhibits that the Planning  
 17 Board considers will be entered into evidence and  
 18 made part of the record.  
 19 Opinion testimony will be limited to experts  
 08:35 20 and closing arguments will be limited to the  
 21 evidence in the record.  
 22 Before making its decision, the Planning Board  
 23 will consider the relevant testimony, the exhibits  
 24 entered into evidence and the applicable law.  
 25 Each individual who wishes to address the  
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1 Planning Board must complete a speaker request form  
 2 and submit it to the planning clerk. These forms  
 3 are located on the table in the back of the  
 4 chambers. You will not be allowed to speak unless  
 5 we receive a completed form. Please note that only  
 6 those individuals present today and giving testimony  
 7 on the record at this hearing will be allowed to  
 8 speak at the subsequent hearing before the Board of  
 9 County Commissioners. No new evidence can be  
 10 presented at the Board of County Commissioners  
 11 meeting. Therefore, all testimony and evidence must  
 12 be presented today. **VOID**  
 13 The Planning Board will provide a  
 14 recommendation for each rezoning request to the  
 15 Board of County Commissioners which will review the  
 16 testimony, documents and exhibits, consider the  
 17 closing arguments and make a final decision. All  
 18 decisions by the BCC are final. Anyone who wishes  
 19 to seek judicial review of the decision of the Board  
 20 of County Commissioners must do so in a court of  
 21 competent jurisdiction within 30 days of when the  
 22 Board of County Commissioners either approves or  
 23 rejects the recommended order of the Planning Board.  
 24 All written or oral communication outside this  
 25 hearing with members of the Planning Board is  
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1 considered ex parte' communication. Ex parte'  
 2 communications are presumed prejudicial under  
 3 Florida law and must be disclosed as provided in the  
 4 Board of County Commissioners Resolution 96-13. As  
 5 each case is heard, the Chair will ask that any  
 6 Board members who have been involved in any  
 7 ex parte' communication, please identify themselves  
 8 and describe the communication.  
 9 As required by Section 2.08.02.D of the  
 10 Escambia County Comprehensive Development Code, the Planning  
 11 Board's recommendation to the Board of County  
 12 Commission shall include consideration of the  
 13 following six criterion.  
 14 A, consistency with the Comprehensive Plan.  
 15 Whether the proposed amendment is consistent with  
 16 the Comprehensive Plan.  
 17 B, consistency with the code. Whether the  
 18 proposed amendment is in conflict with any portion  
 19 of the Land Development Code and is consistent with  
 20 the stated purpose and intent of the Land  
 21 Development Code.  
 22 C, compatibility with surrounding uses.  
 23 Whether and to the extent to which the proposed  
 24 amendment is compatible with the existing and  
 25 proposed uses in the area of the subject property.  
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1 D, changed conditions. Whether and to the  
 2 extent to which there are any changed conditions  
 3 that impact the amendment or the property.  
 4 E, effect on the natural environment. Whether  
 5 and to the extent to which the proposed amendment  
 6 would result in significant adverse impacts on the  
 7 natural environment.  
 8 And, F, development patterns. Whether and to  
 9 the extent to which the proposed amendment would  
 10 result in logical and orderly development patterns.  
 11 At the beginning of each case as long as there  
 12 are no objections from the applicant we will allow  
 13 the staff to present the location and zoning maps  
 14 and photographs for the property. Next we will then  
 15 hear from the applicant and any witnesses that he or  
 16 she may wish to call. Then we will hear from the  
 17 staff and any witnesses they may wish to call.  
 18 Finally, we will hear from members of the public who  
 19 filed a speaker request form.  
 20 At this time I would like to have our court  
 21 reporter swear in members of the staff that will be  
 22 testifying.  
 23 (County staff sworn.)  
 24 MR. BRISKE: Board members, you have previously  
 25 received qualifications to the expert testimony in  
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1 the area of land use and planning of these staff  
 2 members. Does anyone have questions regarding their  
 3 qualifications or ability to offer expert testimony?  
 4 (None noted.)  
 5 MR. BRISKE: None noted. The Chair will  
 6 entertain a motion to accept them as experts in the  
 7 area of land use and planning.  
 8 MR. TATE: So moved.  
 9 MR. WINGATE: Second.  
 10 MR. BRISKE: A motion and a second. All those  
 11 in favor, say aye.  
 12 (Aye.)  
 13 (The motion passed unanimously.)  
 14 MR. BRISKE: Our first case today is  
 15 rezoning -- excuse me. The rezoning hearing package  
 16 for December 13th with the staff's Findings-of-Fact  
 17 has previously been provided to the Board members.  
 18 The Chair will entertain a motion to accept that  
 19 package and the staff's findings and the legal  
 20 advertisement into evidence.  
 21 MS. SINDEL: So moved.  
 22 MR. GOODLOE: Second.  
 23 MR. BRISKE: A motion and a second. All those  
 24 in favor, say aye.  
 25 (Aye.)  
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PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010

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1 MR. BRISKE: Opposed?  
 2 (None.)  
 3 MR. BRISKE: All right.  
 4 (The motion passed unanimously.)  
 5 MR. BRISKE: The rezoning hearing package with  
 6 the staff's findings and the legal advertisement  
 7 will be marked and included in the record as  
 8 Composite Exhibit A for today's cases.  
 9 (Composite Exhibit A, Staff's Findings and  
 08:40 10 Legal Advertisement were identified and admitted.)  
 11 MR. BRISKE: We have two cases.  
 12 (The transcript continues on Page 10.)  
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10

1 \* \* \*  
 2 CASE NO: Z-2010-18  
 Location: 300 Beverly Parkway  
 3 Parcel: 46-1S-30-2001-001-037  
 From: R-6, Neighborhood Commercial and  
 4 Residential District, (cumulative)  
 High Density (25 du/acre)  
 5 To: C-2, General Commercial and Light  
 Manufacturing District, (cumulative)  
 6 (25 du/acre)  
 FLU Category: MU-1, Mixed Use & C, Commercial  
 7 BCC District: 3  
 Requested by: Thomas G. Hammond, Jr., P.E., Agent.  
 8  
 9 MR. BRISKE: The first rezoning application for  
 08:40 10 consideration is Case Z-2010-18, which requests the  
 11 zoning from R-6, Neighborhood Commercial and  
 12 Residential, to C-2, General Commercial Light  
 13 Manufacturing, and it's going to be presented today  
 14 by Thomas Hammond, who is an engineer.  
 15 Members of the Board, has there been any  
 16 ex parte' communication between you and the  
 17 applicant, the applicant's agents, attorneys,  
 18 witnesses, with any fellow Planning Board members or  
 19 anyone from the general public prior to this  
 08:40 20 hearing? I will also ask if you have visited the  
 21 subject property and please also disclose if you are  
 22 a relative or business associate of the applicant or  
 23 the applicant's agent.  
 24 Starting at the far end, welcome back  
 25 Stephanie. Stephanie will be here it looks like for

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1 this next year and so welcome back. Any ex parte'  
 2 communications on this case?  
 3 MS. ORAM: None from me.  
 4 MR. BRISKE: Okay. Thank you. Ms. Hightower.  
 5 MS. HIGHTOWER: None.  
 6 MR. BRISKE: Mr. Goodloe.  
 7 MR. GOODLOE: No communication but I have  
 8 visited the site.  
 9 MR. BARRY: No communication.  
 08:41 10 MR. BRISKE: For the Chairman, none.  
 11 MR. TATE: No communication.  
 12 MS. DAVIS: None.  
 13 MR. WINGATE: I drove by.  
 14 MR. BRISKE: Ms. Sindel?  
 15 MS. SINDEL: No communication.  
 16 MR. BRISKE: Thank you.  
 17 Staff, was notice of the hearing sent to all  
 18 interested parties?  
 19 MR. FORTE: Yes, sir, it was.  
 08:41 20 MR. BRISKE: Was there also notice posted on  
 21 the subject property?  
 22 MR. FORTE: Yes, sir, it was.  
 23 MR. BRISKE: Thank you. We will now have the  
 24 staff present the maps and photographs for Case  
 25 Z-2010-18.

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1 MR. FORTE: Once again this is Z-2010-18.  
 2 David Forte, Urban Planner Development Services  
 3 Bureau, from R-6 to C-2, 300 Beverly Parkway.  
 4 Here's the location and wetlands map. The 2009  
 5 aerial. The Future Land Use and existing land use,  
 6 a Future Land Use of MU-1. Your zoning map with the  
 7 current zoning of R-6. The public notice sign on  
 8 the actual site.  
 9 Looking east along Beverly Parkway. Looking  
 08:42 10 west along Beverly Parkway. Looking south from the  
 11 subject property. Looking east from the subject  
 12 property. The subject property itself. And those  
 13 are all the maps.  
 14 MR. BRISKE: Board members, are there any  
 15 questions about the pictures or the locations?  
 16 Hearing none, then we'll ask Mr. Hammond to  
 17 come forward, please. Good morning, sir.  
 18 MR. HAMMOND: Good morning. How are y'all?  
 19 MR. BRISKE: Good. We would ask that our court  
 08:43 20 reporter please swear in Mr. Hammon.  
 21 (Thomas G. Hammond sworn.)  
 22 MR. BRISKE: Mr. Hammond, please state your  
 23 full name and address for the record.  
 24 MR. HAMMOND: Thomas Hammond, 3802 North S  
 25 Street, Pensacola, Florida.

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**PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010**

**13**

1 MR. BRISKE: Thank you, sir. Did you receive a  
 2 copy of the rezoning hearing package with the  
 3 staff's Findings-of-Fact?  
 4 MR. HAMMOND: Yes, sir.  
 5 MR. BRISKE: Do you understand that you have  
 6 the burden of proving by substantial competent  
 7 evidence that the proposed rezoning is consistent  
 8 with the Comprehensive Plan, furthers the goals,  
 9 objectives and policies of the Comprehensive Plan  
 08:43 10 and is not in conflict with any portion of the  
 11 County's Land Development Code?  
 12 MR. HAMMOND: Yes, sir.  
 13 MR. BRISKE: All right, sir.  
 14 We have previously qualified Mr. Hammond as an  
 15 expert due to his status as an engineer. Do you  
 16 wish to be qualified today as an expert in the area  
 17 of land planning and zoning?  
 18 MR. HAMMOND: I don't believe it's necessary.  
 19 MR. BRISKE: All right. Go ahead, sir.  
 08:44 20 MR. HAMMOND: As you can see from the pictures  
 21 or if you drove by this site, it's an existing  
 22 development. There has been a gas station there for  
 23 a long, long time but it's been closed for years, so  
 24 it was already a commercial use, I believe, probably  
 25 before zoning took place. I played ball at Brent  
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**14**

1 and grew up in Norwood. I seem to remember stopping  
 2 there and getting sodas and riding my bike to ball  
 3 practice, that type of thing.  
 4 But at any rate, it sat vacant for a long time.  
 5 And then as Frontier Motors expanded, they contacted  
 6 the owner and wanted to start parking cars on it as  
 7 part of their inventory. And I'm not sure the gas  
 8 station was C-2, is a use that required C-2.  
 9 Anyway, there's C-2 all around it. And I'm in total  
 08:45 10 agreement with staff's findings on it, on all six  
 11 criterion and I would ask that y'all make a  
 12 recommendation of approval to the Board.  
 13 MR. BRISKE: So you will accept staff's  
 14 Findings-of-Fact as your presentation.  
 15 MR. HAMMOND: Absolutely.  
 16 MR. BRISKE: Any questions of Mr. Hammond?  
 17 Staff do you wish to ask any questions?  
 18 MR. FORTE: No, sir.  
 19 MR. BRISKE: We'll have the staff presentation  
 08:45 20 then.  
 21 (David Forte, previously sworn.)  
 22 MR. FORTE: The staff's Findings-of-Fact.  
 23 Criterion (1), consistent with the Comprehensive  
 24 Plan. The proposed amendment of C-2 is consistent  
 25 with the intent and purpose of the Future Land Use  
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**15**

1 category Mixed Use One (MU-1), and Commercial, C, as  
 2 stated in Comp Plan Policy 7.A.4.7.f.1, and Comp  
 3 Plan Policy 7.A.4.7.g. The property meets the  
 4 locational criteria for roadway requirements for C-2  
 5 set forth in Comprehensive Plan Policy 7.A.4.13.C  
 6 because the property is located along an arterial  
 7 roadway, Beverly Parkway, within one-half mile of an  
 8 arterial/arterial intersection, Beverly Parkway and  
 9 "W" Street.  
 08:46 10 Criterion (2), consistent with the code. The  
 11 proposed amendment to C-2 is consistent with the  
 12 intent and purpose of the Land Development Code and  
 13 meets the locational criteria roadway requirements  
 14 set forth in LDC 7.20.06.B because the property is  
 15 located along an arterial roadway, Beverly Parkway,  
 16 within one-half mile of an arterial/arterial  
 17 intersection, Beverly Parkway and W Street.  
 18 When applicable, further review from the  
 19 Development Review Committee will be needed to  
 08:46 20 ensure the buffering requirements and other  
 21 performance standards have been met.  
 22 MR. BRISKE: Criterion (3), compatible with the  
 23 surrounding uses. The proposed amendment to C-2 is  
 24 consistent with the 500-foot radius impact of the 57  
 25 surrounding parcels including the proposed property.  
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**16**

1 Of the 57 parcels, 16 are zoned C-2, 34 are zoned  
 2 R-6. There's one split zoned property of C-2/R-6  
 3 and six that are zoned C-1. Staff observed 29  
 4 single-family homes, one mobile home park, five  
 5 mobile homes, six mobile homes -- I'm sorry, six  
 6 home offices, three auto repair, ten auto sales, two  
 7 vacant properties and one Dollar General.  
 8 Criterion (4), changed conditions. Staff found  
 9 no changed conditions that would impact the  
 08:47 10 amendment or the property.  
 11 Criterion (5), effect on the natural  
 12 environment. According to the National Wetland  
 13 Inventory, wetlands and hydric soils were not  
 14 indicated on the subject property. When applicable,  
 15 further review from the DRC, Development Review  
 16 Committee process will be necessary to determine if  
 17 there would be any significant adverse impact on the  
 18 natural environment.  
 19 Criterion (6), development patterns. The  
 08:48 20 proposed amendment would result in a logical and  
 21 orderly development pattern. The proposed C-2  
 22 zoning would be compatible with the surrounding  
 23 zoning district of C-1, C-2 and R-6, and the  
 24 property meets the locational criteria. That  
 25 completes staff's Findings-of-Fact.  
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PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010

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1 MR. BRISKE: Board members, any questions for  
 2 staff?  
 3 Mr. Hammond, did you wish to cross-examine the  
 4 staff?  
 5 MR. HAMMOND: No, sir.  
 6 MR. BRISKE: All right. The Chair will  
 7 entertain a motion.  
 8 MR. GOODLOE: Mr. Chairman, I move that we  
 9 recommend approval of the rezoning application to  
 08:48 10 the BCC and adopt the Findings-of-Fact provided in  
 11 the rezoning hearing package listed as Z-2010-18.  
 12 MR. BARRY: Second.  
 13 MR. BRISKE: Thank you. We have a motion and a  
 14 second. Any discussion? All those in favor, please  
 15 say aye.  
 16 (Aye.)  
 17 MR. BRISKE: Opposed.  
 18 (None.)  
 19 MR. BRISKE: It passes unanimously.  
 08:49 20 (The motion passed unanimously.)  
 21 MR. BRISKE: Thank you, sir.  
 22 MR. HAMMOND: Thank you.  
 23 (Case Z-2010-18 concluded. The transcript  
 24 continues on Page 18.)  
 25 \* \* \*

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1 \* \* \*  
 2 CASE NO: Z-2010-19  
 Location: 3407 North Tarragona Street  
 3 Parcel: 04-2S-30-6001-005-021  
 From: R-3, One-family and Two-family District  
 4 (cumulative) Medium Density (10 du/acre)  
 To: R-5, Urban Residential/Limited Office District  
 5 District (Cumulative) High Density  
 (20 du/acre)  
 6 FLU Category: C, Commercial  
 BCC District: 3  
 7 Requested by: Leonard and Carrie Walker, Owners.

8 MR. BRISKE: The case today is Case  
 9 Z-2010-19 and I am requesting for rezoning from  
 08:49 10 R-3, One-family and Two-family District, to an R-5,  
 11 Urban Residential/Limited Office District. It's  
 12 being requested today by Leonard and Carrie Walker,  
 13 the owners.  
 14 Members of the Board, has there been any  
 15 ex parte' communication between you, the applicant,  
 16 the applicant's agent, attorneys or witnesses, with  
 17 any fellow Planning Board members or anyone from the  
 18 general public prior to this hearing? I would also  
 19 ask if you visited the subject property and also  
 08:49 20 disclose if you are a relative or business associate  
 21 of the applicant or the applicant's agent. Again,  
 22 Stephanie?  
 23 MS. ORAM: None applicable.  
 24 MS. HIGHTOWER: None applicable.  
 25 MR. GOODLOE: I have not met with any of the

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1 individuals but I have visited the subject property.  
 2 MR. BARRY: None.  
 3 MR. BRISKE: None for the Chairman.  
 4 MR. TATE: None.  
 5 MS. DAVIS: None.  
 6 MR. WINGATE: I did visit the site by a  
 7 driveby.  
 8 MR. BRISKE: All right.  
 9 MS. DAVIS: Thank you.  
 08:50 10 MR. BRISKE: Thank you. Staff, was the notice  
 11 on this case, the hearing, sent to all interested  
 12 parties?  
 13 MR. FORTE: Yes, sir.  
 14 MR. BRISKE: And was it also posted on the  
 15 subject property?  
 16 MR. FORTE: Yes, sir, it was.  
 17 MR. BRISKE: At this time we'll ask you to  
 18 present the maps and photographs for the case.  
 19 MR. FORTE: Once again, this is Z-2010-19, 3407  
 08:50 20 North Tarragona Street, from R-3 to R-5. You have  
 21 your location and wetlands map. This is actually --  
 22 it appears the maps may not be correct, but we have  
 23 the subject site. We can go through the signs and  
 24 photos.  
 25 MR. BRISKE: It's correct in the package.

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1 MR. FORTE: We'll just go through the photos  
 2 first and she's going to pull up the maps from the  
 3 actual packet itself.  
 4 MR. BRISKE: That will be fine.  
 5 MR. FORTE: There you go.  
 6 Here's your location and wetlands map. Your  
 7 2009 aerial. The Future Land Use and existing land  
 8 use. The Future Land Use of Commercial. Your  
 9 current zoning is R-3.  
 08:52 10 And we have your notice sign actually on the  
 11 site. Looking north along North Tarragona Street.  
 12 Looking south along North Tarragona Street. Looking  
 13 southeast from the subject property. Looking  
 14 northeast from the subject property. South from the  
 15 subject property. North from the subject property.  
 16 Looking east across the street from the subject  
 17 property. The subject property itself. And that  
 18 conclude the maps and photos.  
 19 MR. BRISKE: Any questions on the maps or  
 08:53 20 aerials? All right.  
 21 And who will be presenting today for Leonard  
 22 and Carrie Walker? Mr. Walker?  
 23 MR. WALKER: Yes.  
 24 MR. BRISKE: Yes, sir. Please come to the  
 25 microphone, if you would.

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## **DEVELOPMENT SERVICES BUREAU FINDINGS-OF-FACT**

**REZONING CASE: Z-2010-18  
December 13, 2010**

### **I. SUBMISSION DATA:**

**BY:** Thomas G. Hammond Jr., P.E., Agent  
**FOR:** Ramzan Ali, Owner  
**PROPERTY REFERENCE NO.:** 46-1S-30-2001-001-037  
**PROJECT ADDRESS:** 300 Beverly Parkway  
**FUTURE LAND USE:** MU-1, Mixed Use & C, Commercial  
**COMMISSIONER DISTRICT:** 3  
**BCC MEETING DATE:** January 6, 2010

### **II. REQUESTED ACTION:**

**REZONE**

**FROM:** R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre)  
**TO:** C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)

### **III. 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)

## **CRITERION (1)**

### **Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan Policy (CPP) 7.A.4.7.f.1 (MU-1)** states “This mixed-use category (subset) provides for an intense mix of residential/commercial/recreation/light industrial uses within the urban areas of the county. Allowable uses within the subset include all types of residential uses, planned unit developments, compatible neighborhood, community and regional commercial uses (including offices), limited industrial uses (provided that such industrial uses are contained completely within a building(s) and where there is no permanent outside storage of raw materials or products, there is no noise, smoke, odor or glare resulting from the industrial use and that such use is compatible with adjacent and nearby uses), religious, medical and educational facilities, public utilities and facilities, and recreation uses.”

“Rezoning and future land use map amendments to categories allowing higher densities will be allowed, provided that all other criteria are met, consistent with Policy 7.A.4.3.”

**CPP 7.A.4.3 Urban Sprawl** To promote compact development and discourage urban sprawl, residential rezonings and future land use map amendments to categories allowing higher densities will be allowed for parcels located within the Mixed Use 1 Future Land Use category.

**CPP 7.A.4.7.g Commercial future land use category** states, “the purpose of the category is to encourage and promote concentrations of commercial uses which have historically developed in response to market conditions and influences. It is the intent of this category that intensive commercial uses be generally confined to the area depicted on the future land use map thereby creating compact commercial development and infill commercial development opportunities and minimize the opportunity for continued ribbon of strip commercial development. Uses allowed within this category include all types of commercial activities including shopping centers, professional offices, medical offices and facilities, educational and religious uses, public utilities and facilities, convenience retail uses and other similar uses of a commercial nature. Generally, residential uses are discouraged in this land use category.”

### **CPP 7.A.4.13.C.2. General commercial and light manufacturing facilities (C-2):**

General commercial and light manufacturing land uses may be located along an arterial roadway up to one-half mile from the intersection when all of the following additional criteria are met:

- a. The property shall not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A, and V-3);

- b. There shall be adequate fencing along with buffering and landscaping to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8;
- c. Lower intensity uses must be located next to abutting residential dwellings to reduce negative impacts;
- d. Intrusions into residential subdivisions shall be limited;
- e. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics; and
- f. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

**CPP 8.A.1.13 Commercial Use Locational Criteria** All new commercial development within the mixed use and urban residential categories and the activity areas shall be consistent with Policy 7.A.4.13.

## **FINDINGS**

The proposed amendment of C-2 **is consistent** with the intent and purpose of Future Land Use category Mixed Use 1 (MU-1) and Commercial (C) as stated in **CPP 7.A.4.7.f.1 and CPP 7.A.4.7.g**. The property meets the locational criteria roadway requirements for C-2 set forth in **CPP 7.A.4.13. C** because the property is located along an arterial roadway (Beverly Pkwy) within one-half mile of an arterial/arterial intersection (Beverly Pkwy & “W” Street).

## **CRITERION (2)**

### **Consistent with this Code.**

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

**Land Development Code (LDC) 6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.** This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre.

**LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative).** This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several

major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

*B. Permitted uses.*

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.



19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
  - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
    - (1) One thousand feet from a preexisting adult entertainment establishment;
    - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
    - (3) One thousand feet from a preexisting place of worship;
    - (4) One thousand feet from a preexisting educational institution;
    - (5) One thousand feet from parks and/or playgrounds;
    - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
22. Temporary structures. (See section 6.04.16.)
23. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

- LDC 7.20.06.B General commercial and light manufacturing locational criteria (C-2).** General commercial land uses may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
  2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;
  3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
  4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;
  5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
  6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill

development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

**LDC 7.01.06. Buffering between zoning districts and uses.** Spatial relationships between C-2 zoning districts where they are adjacent to multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), require a buffer and that commercial land uses, where they are adjacent to residential uses require a buffer.

## **FINDINGS**

The proposed amendment to C-2 **is consistent** with the intent and purpose of the Land Development Code and meets the locational criteria roadway requirements set forth in **LDC 7.20.06.B** because the property is located along an arterial roadway (Beverly Pkwy) within one-half mile of an arterial/arterial intersection (Beverly Pkwy & “W” Street).

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment be granted.

## **CRITERION (3)**

### **Compatible with surrounding uses.**

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

## **FINDINGS**

The proposed amendment to C-2 **is consistent** with the 500' radius impact area, of the 57 surrounding parcels including the proposed property. Of the 57 parcels, 16 are zoned C-2, 34 are zoned R-6, one split zoned C-2/R-6, and six that are zoned C-1. Staff observed 29 single family homes, one mobile home park, five mobile homes, six home offices, three auto repair, ten auto sales, two vacant parcels, one Dollar General.

## **CRITERION (4)**

### **Changed conditions.**

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

## **FINDINGS**

Staff found **no changed** conditions that would impact the amendment or property(s).

**CRITERION (5)**

**Effect on natural environment.**

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

**FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Development Review Committee (DRC) process will be necessary to determine if there would be any significant adverse impact on the natural environment.

**CRITERION (6)**

**Development patterns.**

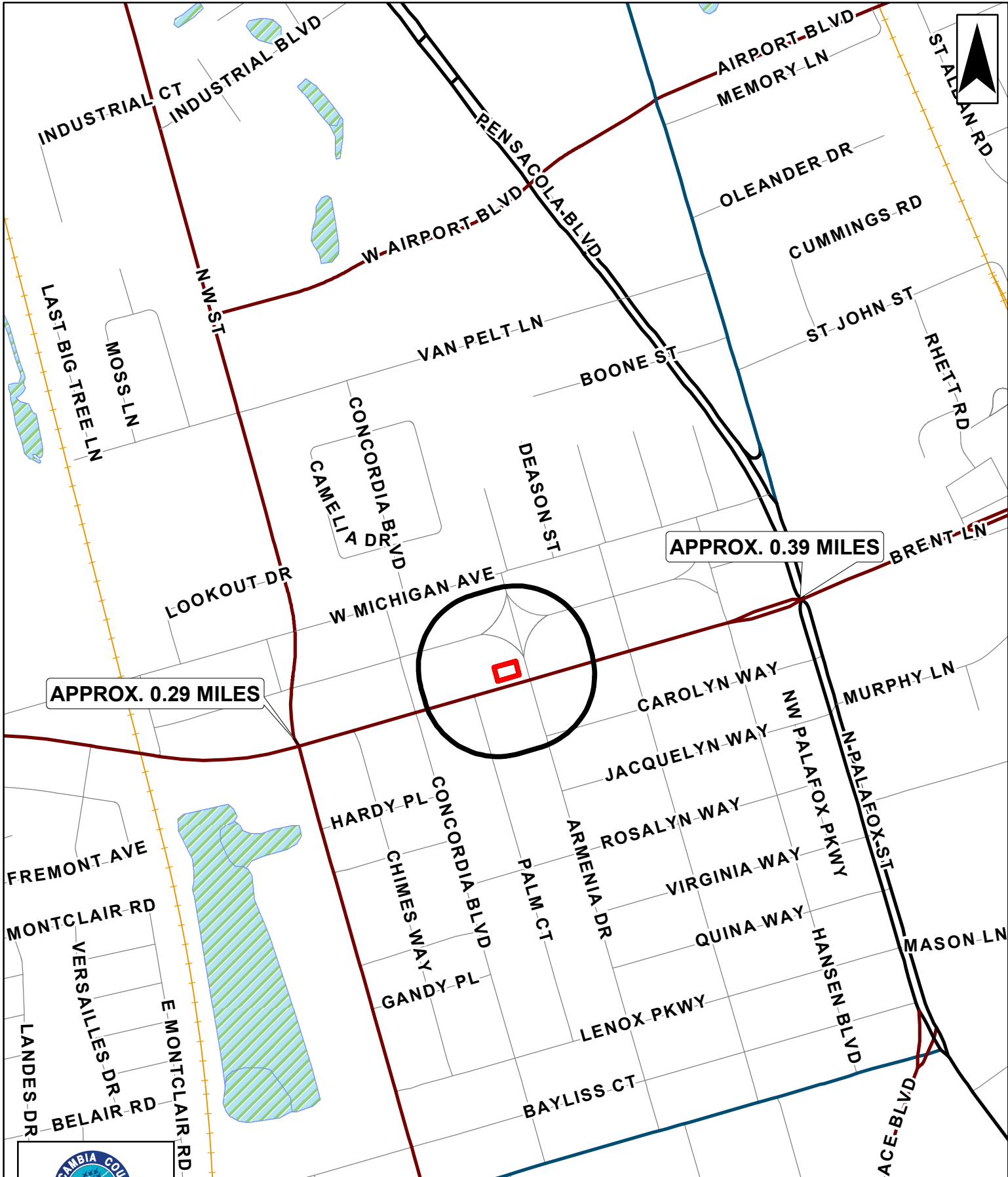
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

**FINDINGS**

The proposed amendment **would result** in a logical and orderly development pattern.

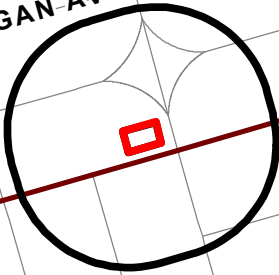
The proposed C-2 zoning would be compatible with the surrounding zoning districts of C-1, C-2 and R-6 and the property meets the locational criteria.

**Note:** The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.



APPROX. 0.39 MILES

APPROX. 0.29 MILES



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.

Lynette Harris  
Development Services Bureau

# Z-2010-18 LOCATION & WETLANDS



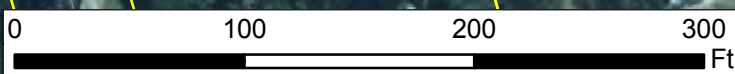
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- WETLANDS



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.

Lynette Harris  
Development Services Bureau

# Z-2010-18 2009 AERIAL

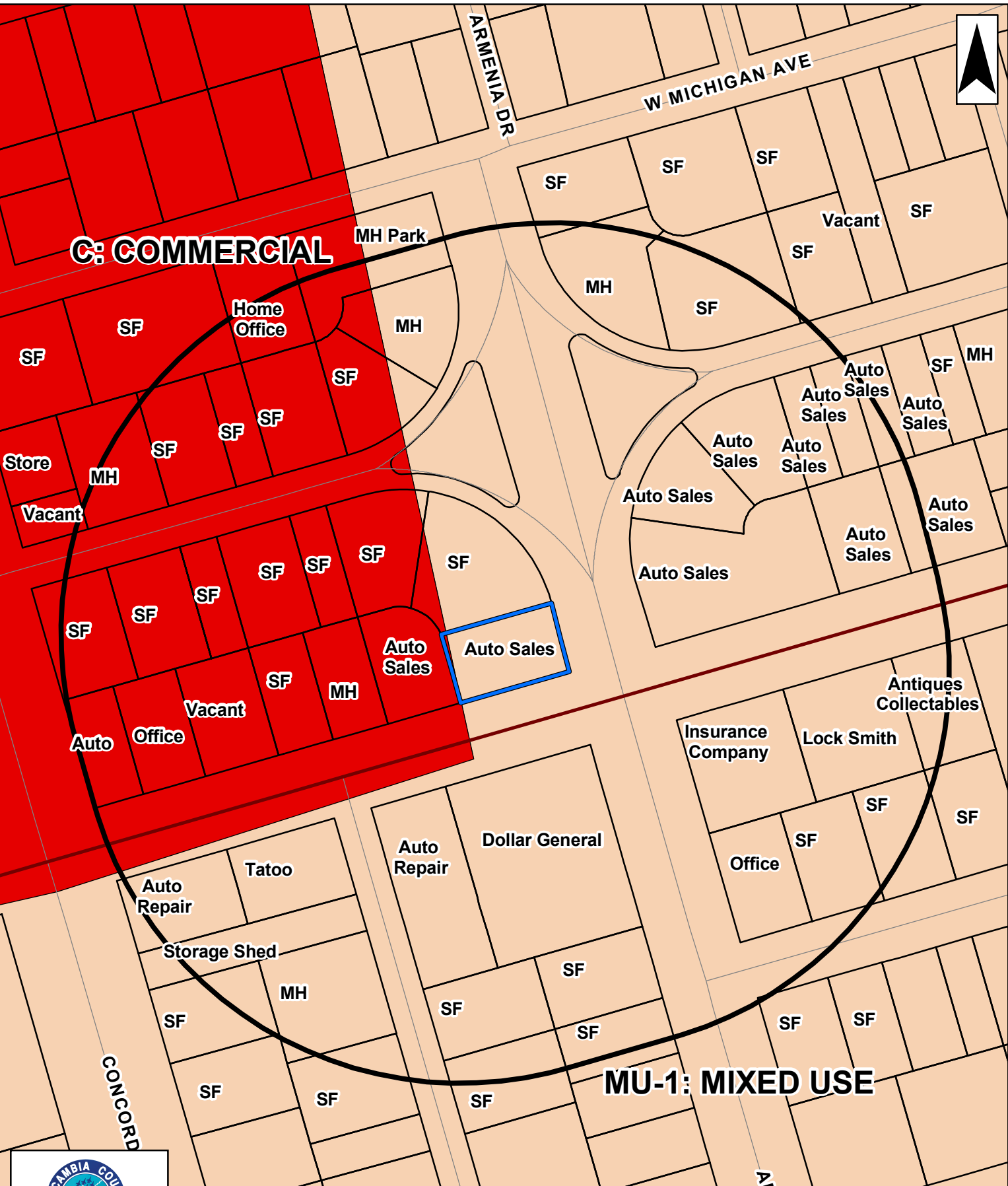


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

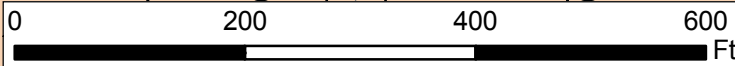


**C: COMMERCIAL**

**MU-1: MIXED USE**



**Z-2010-18  
FLU & ELU**



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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Lynette Harris  
Development Services Bureau



R-5

ARMENIA DR

W MICHIGAN AVE

C-2

C-1

R-6

BEVERLY PKWY

C-2

R-6

CONCORD

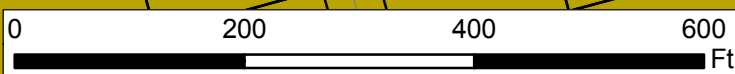
ARMENIA DR



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.

Lynette Harris  
Development Services Bureau

# Z-2010-18 500' RADIUS ZONING



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

# Public Notice Sign







Looking East along Beverly Pkwy



Looking West along Beverly Pkwy



Looking South from Subject Property



Looking East from Subject Property



Subject Property



**HAMMOND ENGINEERING, INC.**  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 9130

October 25, 2010

Ms. Lynette Harris  
Development Services Bureau  
Long Range Planning Division  
3363 West Park Place  
Pensacola, Florida 32501

**Reference: Re-zoning Parcel No. 46-1S-30-2001-001-037  
HEI Project No. 10-035**

Dear Lynette:

The above referenced parcel is currently zoned R-6 and is located at <sup>300</sup>~~306~~ Beverly Parkway. We are requesting the site be re-zoned to C-2. The re-zoning will allow the parcel to be used for pre-owned automobile sales. We have attached all of the required items listed on the re-zoning application. (DA)

Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

**HAMMOND ENGINEERING, INC.**

Thomas G. Hammond, Jr., PE.  
President

Attachments

cc: Ivan Strekel

3802 NORTH "S" STREET PENSACOLA, FL 32505  
850 434-2603 PH 850 434-2650 FAX TOM@SELANDDESIGN.COM



**Development Services Bureau**  
Escambia County, Florida

**APPLICATION**

Please check application type:

Rezoning C-2       Variance       Development Order Extension

Proposed zoning: \_\_\_\_\_       Conditional Use       Administrative Appeal

**Name & address of current owner(s) as shown on public records of Escambia County, FL**

Owner(s) Name: RAMZAN ALI Phone: \_\_\_\_\_

Address: PO Box 6231 Pensacola, FL 32507 Email: \_\_\_\_\_

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 300 BEVERLY PKWY

Property Reference Number(s)/Legal Description: 46-15-30-2001-001-037

**By my signature, I hereby certify that:**

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[Signature]  
Signature of Owner/Agent

THOMAS G. HAMMOND JR  
Printed Name Owner/Agent

11/1/10  
Date

[Signature]  
Signature of Owner

LUCY STEPHEN  
Printed Name of Owner

11/1/10  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of November 20 10,  
by Thomas G. Hammond Jr

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

[Signature]  
Signature of Notary  
(notary seal must be affixed)

Ryan Sieg  
Printed Name of Notary

NOTARY PUBLIC-STATE OF FLORIDA  
R. Sieg  
Commission # DD724042  
Expires: DEC. 01, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

**FOR OFFICE USE ONLY**      CASE NUMBER: Z-2010-18

Meeting Date(s): 12/13 - 1/6/11      Accepted/Verified by: Lynette Harris      Date: 11/2/10

Fees Paid: \$ 1500      Receipt #: \_\_\_\_\_      Permit #: PRE 101100013


3363 West Park Place Pensacola, FL 32505  
(850) 595-3475 \* FAX: (850) 595-3481

Monday, October 18, 2010

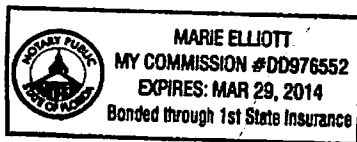
I RAMZAN ALI RESIDING AT POBOX 6231 PENSACOLA FL 32507  
HEREBY APPOINT IVEN H. STRECKEL OF 5340 RED CEDAR ST PENSACOLA FL  
32507 AS MY AGENT TO EXERISE THE POWERS AND DISCRETION DESCRIBED  
BELOW.

TO THE REZONING OF THE PROPERTY AT 300 BEVERLY PKWY  
PENSACOLA FL 32505

  
RAMZAN ALI

  
NOTARY

PERSONALLY KNOW







# AFFIDAVIT OF LIMITED POWER OF ATTORNEY

I, Iven Streckel, agent designated by the owner, Ramzan Ali, of the property located at 300 Beverly Parkway Pensacola, Florida, property reference number 46-1S-30-2001-001-037 hereby designate Hammond Engineering (Tom Hammond) for the sole purpose of completing the rezoning application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

I acknowledge that Mr. Hammond is acting on my behalf and that by authorizing Mr. Hammond to apply for the rezoning; the County is not warranting authorization from Mr. Ali or recognizing that any relationship exists between Mr. Ali and Mr. Hammond.

I acknowledge that Mr. Hammond is only authorized to represent me in pursuing the rezoning. The authorization does not extend to any pulling of permits or DRC review proceedings.

This Limited Power of Attorney is granted on this 3 day of November the year of, 2010, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired.

Agent Name: Tom Hammond Email: tom@selanddesign.com

Address: 3802 North S Street Pensacola, FL 32505 Phone: 850-434-2603

Iven Streckel  
Signature

Iven Streckel  
Printed Name

11/3/10  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3 day of November 20 10,  
by Iven Streckel.

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

Ryan Sieg  
Signature of Notary

Ryan Sieg  
Printed Name of Notary

(Notary Seal)

NOTARY PUBLIC-STATE OF FLORIDA  
R. Sieg  
Commission # DD724042  
Expires: DEC. 01, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.



FOR OFFICE USE:

CASE #:

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 46-15-30-2001-001-037

Property Address: 300 Bayway Pkwy

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 transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. 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 13<sup>th</sup> DAY OF NOV., YEAR OF 2010.

X [Signature]  
Signature of Property Owner

Ivan Sanchez  
Printed Name of Property Owner

11/1/10  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date



10/6

PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM

46-15-30-2001-001-037  
Property Reference Number

Tom Hammond  
Name

300 Beverly Pkwy  
Address

Owner  Agent

Referral Form Included? Y / N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: location

PROPERTY INFORMATION

Current Zoning: P-6 Size of Property: \_\_\_\_\_ +/-  
 Future Land Use: MU-1 Commissioner District: 3  
 Overlay/AIPD: PNSPD Subdivision: \_\_\_\_\_  
 Redevelopment Area: none

COMMENTS

Desired Zoning: C-2

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? No  
property is located approx: 0.28 miles from Wst & 0.38 miles from Palatfox  
meeting roadway requirements of C-2 -> still have to meet all other L.C.

next application: 10/7 Planning Board: 11/8 BCC: 12/9  
next application: 11/4 Planning Board: 12/13 BCC: 1/6

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
- BOA  DRC  Other: \_\_\_\_\_  
Process Name

Staff present: Lynette Harris David Forte Date: 10/6/10

Applicant/Agent Name & Signature: Tom Hammond

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

10/2  
8/9/08  
1/22  
20 29

Prepared by and return to:  
J. Mark Fisher, Esq., 148 Miracle Strip Pkwy,  
SE, Suite 2, Ft. Walton Beach, FL 32548  
(850) 244-8989 or Toll Free 1-800-977-9733

The preparer hereof has not been requested  
to provide the accuracy of the legal  
description and assumes no liability for the same.

Property Appraiser's Parcel  
Identification No.: 46-1S-30-2001-001-037

**WARRANTY DEED**

This Warranty Deed, executed JUL 21 2008, between **RAMZAN ALI**, a married man, of the County of Escambia, State of Florida, (GRANTOR), whose post office address is PO Box 6231, Pensacola, FL 32503 and **RAMZAN ALI, TRUSTEE**, or his successor in trust under The RAMZAN ALI TRUST, dated JUL 21 2008, and any amendments thereto, (GRANTEE), of the State of Florida, County of Escambia, whose post office address is PO Box 6231, Pensacola, FL 32503.

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, has granted, conveyed, bargained and sold to said GRANTEE and GRANTEE'S successors, and assigns forever the following described land situate in **Escambia County, Florida**, to wit:

Lots 1 and 25, Block 37, Brentwood Park Subdivision, recorded in Plat Book 1 at Page 11, Section 8 and 10, Township 2 South, Range 30 West, and Section 47/47, Township 1 South, Range 30 West, Escambia County, Florida.

and said GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

This property is being transferred without consideration as a result of GRANTOR'S estate planning decisions, into GRANTOR'S Living Revocable Trust. An examination was not made of the title before transfer.

**RAMZAN ALI**, as TRUSTEE, shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If **RAMZAN ALI** cannot continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **IMRAN H. SUKHERA**. If **IMRAN H. SUKHERA** cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **SAJIDA JALIL**.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the GRANTOR possesses in the above described real property; any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the GRANTOR including homestead; and the TRUSTEE is appointed as the attorney-in-fact for the GRANTOR to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the GRANTOR.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:


- A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior TRUSTEE.
- C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.
- D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.
- E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by the GRANTOR sworn to and acknowledged before a notary public; this right being reserved to GRANTOR, RAMZAN ALI.


This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2008 and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED JUL 21 2008

Signed, sealed, and delivered in the presence of:

  
 Print Name Daniel G. Smith

  
 RAMZAN ALI

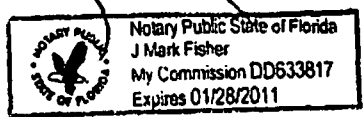
  
 Print Name Sandra O. Duh

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this JUL 21 2008 by RAMZAN ALI, who is personally known to me or who has produced as identification and who did not take an oath.

  
 J. Mark Fisher, NOTARY PUBLIC

Notary Seal and commission expiration stamp:







# 360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS - 1801 CREIGHTON RD.  
PENSACOLA, FL 32504 850-857-4400

## LEGAL DESCRIPTION: (O.R. 5660, PAGE 1464)

LOTS 1 AND 25, BLOCK 37, BRENTWOOD PARK SUBDIVISION, RECORDED IN PLAT BOOK 1 AT PAGE 11, SECTION 8 AND 10, TOWNSHIP 2 SOUTH, RANGE 30 WEST, AND SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

### NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 10/05/10.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF BEVERLY PARKWAY WHICH BEARS N 73°56'06" E.

### CERTIFICATIONS:

IVEN AND JENNY STRECKEL  
INRAM H. SUKHERA

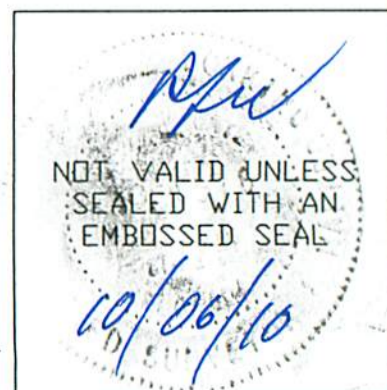
### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE, CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA, CHAPTER 61 J 17-6, FAC. PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

*Rob L. Working*

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

SHEET 2 OF 2





**Property Reference Number  
46-1S-30-2001-001-037**

**Re-zoning Criteria**

**A. Consistency with the Comprehensive Plan**

The parcel is located in the Commercial Future Land Use District. The proposed zoning is allowed in the existing future land use district. The proposed rezoning meets the locational criteria described in the *Comprehensive Plan Policy 7.A.4.13.C and Policy 8.A.1.13*. Traffic concurrency would be addressed during the DRC process. Water, sewer and solid waste service are available and currently provided by the ECUA. **The proposed re-zoning is consistent with the Comprehensive Plan.**

**B. Consistency with the Land Development Code**

The intent of the LDC is “to provide orderly growth management rules and regulations”. The parcel is currently zoned R-6. The proposed re-zoning of the subject parcel to C-2 meets the intent of the commercial districts as defined by LDC 6.00.02 shown below.

*6.00.02. General legislative intent of commercial districts. The commercial districts established in this section (C-1, C-1PK, C-2, GBD, WMU, and commercial portions of GMD, VM-1, VM-2 and PUD/PUD-PK districts) are designed to promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare. The general goals include:*

*A. To provide sufficient space, in locations accessible to residential areas, for local retail services and trades catering specifically to the recurring shopping needs of the occupants of nearby residences.*

*B. To protect both retail and service developments and nearby residences against flood, fire, explosion, toxic and noxious matter, radiation and other hazards, and against offensive noise, vibration, smoke, dust and other particulate matter, odorous matter, glare, and other objectionable influences.*

*C. To protect both retail and service developments and nearby residences against congestion, by regulating the intensity of retail and service developments consistent with their marketing functions, preserving open space and access to light and air, by providing for adequate traffic circulation, by providing for off-street parking and loading facilities and regulating the height of buildings and other structures.*

*D. To provide sufficient and appropriate commercial space to meet the needs of the county's existing and future populations and to encourage planned commercial development concentrated in regional, community and local commercial centers with adequate areas for vehicular and pedestrian circulation, open space and landscaped areas and adequate surface drainage and enhance scenic quality.*

*E. To provide sufficient space in appropriate locations for commercial districts which satisfy specific needs of the county for medical services, offices, highway oriented goods and services, and other commercial trades and services.*

*F. To provide sufficient space in appropriate locations for the mixture of high density residential and restricted commercial developments with standards for development which provide protection to existing, compatible land uses.*

*G. To provide appropriate space for various commercial activities within a compatible environment in accordance with the Comprehensive Plan, to promote a viable economic base within the county, to protect the character of the districts and their suitability for particular uses so as to conserve the value of land and buildings and to protect the county's present and future tax revenues and to achieve the objectives of the Comprehensive Plan including, but not limited to, objective 7.A.4 and policies thereunder (i.e., 7.A.4.13) and Policy 8.A.1.13 and LDC section 7.20.00.*

The parcel is located on Beverly Parkway between Hwy 29 and North W Street. The majority of the existing development along this segment is used for commercial purposes. Both C-1 and C-2 uses are prevalent around the subject parcel. The proposed zoning meets locational criteria as defined in the LDC.

**The proposed re-zoning is not in conflict with the LDC and is consistent with the stated purpose and intent of the code.**

C. Compatibility with surrounding uses

The parcel is adjoined by a pre-owned automobile sales lot (C-2 use) to the east and a vacant mobile home to the west. The parcel is located along a commercial corridor. There are C-2 used parcels in the surrounding area. **The proposed re-zoning of the parcel is compatible with the surrounding uses.**

D. Changed Conditions

**There are no changed conditions that impact the property or the proposed re-zoning.**

E. Effect on Natural Environment

There are no environmentally sensitive areas on the site. Any proposed development would require DRC review and approval as well as permitting through other agencies. Environmental issues such as water quality would be reviewed and permitted through the NFWFMD. Sanitary sewer service is available for future development of the site. **The proposed amendment will not result in an adverse impact to the environment.**

F. Development Patterns

Proposed development would be located in the Commercial future land use district. The aforesaid district allows C-2 zoning and uses. The parcel is located along a commercial corridor and adjoins a C-2 use parcel. Furthermore, as per Escambia county staff, the proposed future zoning of the subject parcel will be Commercial and the future FLU of the subject parcel will be Commercial as well. **Therefore, development of the parcel under the requested zoning would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County.**

**Building Inspections Division**

3300 N. Pace Blvd. Suite 300  
Pensacola, Florida, 32505  
(850) 595-3550

Molino Office - (850) 587-5770



**Development Services**

1190 W. Leonard St.  
Pensacola, Florida, 32505  
(850) 595-3475

**RECEIPT**

Receipt No. : **520116**

Date Issued. : 11/02/2010

Cashier ID : VHOWENS

Application No. : PRZ101100013

Project Name : Z-2010-18

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>			
	46840	\$1,500.00	App ID : PRZ101100013
		<b>\$1,500.00</b>	<b>Total Check</b>

Received From : frontier motors inc /TOM HAMMOND

Total Receipt Amount : **\$1,500.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ101100013	614226	1,500.00	\$0.00	300 BEVERLY PKWY, PENSACOLA, FL

<b>Total Amount:</b>	<b>1,500.00</b>	<b>\$0.00</b>	Balance Due on this/these Application(s) as of 11/23/2010
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DIVINA INVESTMENTS INC  
220 W GARDEN ST # 603  
PENSACOLA FL 32502

MATHENY BEATRICE LIFE EST &  
223 MICHIGAN AVE  
PENSACOLA FL 32505

FRONTIER MOTORS INC  
230 BEVERLY PKY  
PENSACOLA FL 32505

ALI RAMZAN TRUSTEE  
PO BOX 6231  
PENSACOLA FL 32503

STOLFI MARCO  
2576 GULF BREEZE AVE  
PENSACOLA FL 32507

ROSENBLEETH ARNOLD L & CAROL L  
7631 RANDWICK RD  
PENSACOLA FL 32514

RABBANI ALI R  
2201 SCENIC HWY  
PENSACOLA FL 32503

JOHNSON SALTER LAURA A  
5190 BAYOU BLVD STE 7  
PENSACOLA FL 32503

AGNER DOROTHY E  
312 BEVERLY PKY  
PENSACOLA FL 32505

STRECKEL IVEN H & JENNIFER A  
5840 RED CEDAR ST  
PENSACOLA FL 32507

MADDOX BARBARA GRIMES  
222 CAROLYN WAY  
PENSACOLA FL 32505

EVERGREEN OF PENSACOLA CORP  
318 BEVERLY PKWY  
PENSACOLA FL 32505

MOON FOREST LLC  
812 N SPRING ST  
PENSACOLA FL 32501

CROSBY EDWARD &  
1153 WATER OAKS TRL  
CANTONMENT FL 32533

BROWNING MILTON V  
306 MICHIGAN AVE  
PENSACOLA FL 32505

MURPHY JOHN P & LORA  
6475 FIRST AVE SOUTH  
SAINT PETERSBURG FL 33707

TA JASHICA PRINCESS  
3624 GENESSEE ST  
KANSAS CITY MO 64111

LIGGON VIVIAN M  
619 PALM CT  
PENSACOLA FL 32505

ZARAHN EDWARD A TRUSTEE FOR  
PO BOX 17105  
PENSACOLA FL 325227105

NICODEMUS ROBERT E JR &  
BARBARA S  
1139 WINDCHIME WAY  
PENSACOLA FL 32503

RAPP ANDREW H & SHARIL A  
321 YOAKUM CT  
PENSACOLA FL 32505

INGRAM ROBERT D  
8530 JERNIGAN RD  
PENSACOLA FL 32514

FLEMING MILDRED O EST OF  
C/O ROBERT BRYAN SR  
9000 ARCADIA RD  
PENSACOLA FL 32534

WATSON SYLVIA B  
309 YOAKUM CT  
PENSACOLA FL 32505

MITH GARY R LIFE EST &  
752 BROOK MEADOW LN  
PENSACOLA FL 32506

SELLERS RONALD & LETHIA  
617 ARMENIA DR  
PENSACOLA FL 32505

CLARK C A & SHIRLEY  
880 UPLAND RD  
CANTONMENT FL 32533

FORD SCOTT S  
850 APPALOOSA LN  
CANTONMENT FL 32533

FUQUA DOUGLAS T  
701 ARMENIA DR  
PENSACOLA FL 32505

ADKISON TIM  
321 MICHIGAN AVE  
PENSACOLA FL 32505

TESTON DONALD L &  
904 ARMENIA DR  
PENSACOLA FL 32505

BEASLEY GRADY O & MARY  
7579 LAKESIDE DR  
MILTON FL 32583

DOLGENCORP INC  
100 MISSION RIDGE  
GOODLETTSVILLE TN 37072

JERNIGAN SYLVIA B WATSON  
309 YOAKUM CT  
PENSACOLA FL 32505

NERGER BARBARA J  
2340 FLEANCE DR  
PENSACOLA FL 32503

MCARTHUR JESSE D  
303 YOAKUM CT  
PENSACOLA FL 32505

SUKHERA IMRAN H &  
PO BOX 6231  
PENSACOLA FL 32503

WHITE RONALD E & VERA M  
9550 BRIDLEWOOD RD  
PENSACOLA FL 32526

DREW WALTER P  
316 YOAKUM CT  
PENSACOLA FL 32505

SNOWDEN LINDA CAROL  
712 CONCORDIA BLVD  
PENSACOLA FL 32505

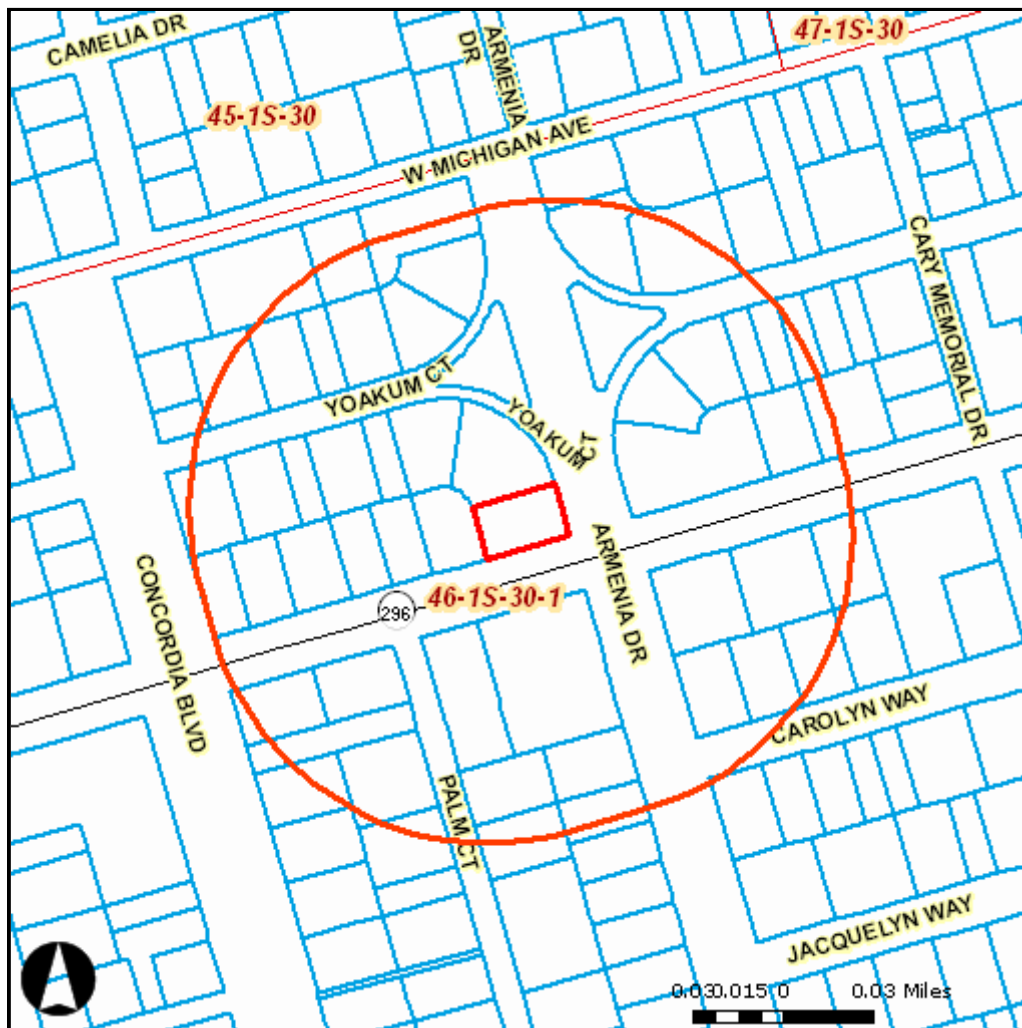
WEIGLE MARION R  
300 PALM CT  
PENSACOLA FL 32505

HANDLOWICK JAMES A JR  
1045 PORTER KITE RD  
MOHAWK TN 37810

SMITH JANNETTE C  
319 MICHIGAN AVE  
PENSACOLA FL 32505

SMITH BARBARA P  
616 PALM CT  
PENSACOLA FL 32505

# ECPA Map



Map Grid



Major Roads

- County Road
- InterState
- State Road
- US Highway

Property Line



**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES BUREAU  
1190 WEST LEONARD STREET  
Pensacola, FL 32501  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Development Services  
Bureau

T. Lloyd Kerr, AICP  
Bureau Chief

ESCAMBIA COUNTY PLANNING BOARD

Chamber Rules

1. All who wish to speak will be heard.
2. This form must be filled out and given to the Planning Board Clerk in order to be heard.
3. When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
4. You are requested to keep your remarks BRIEF and FACTUAL.
5. Both sides of an issue will be granted uniform time to speak, normally 3-5 minutes.
6. Should there be a need for information to be handed out, the procedure is:
  - A. Copies are given to the Clerk for distribution
  - B. Clerk distributes copies to the Board members and staff (13 copies are needed in total)
  - C. One copy is placed in the official meeting file

Please Print Clearly

Name: Tom Hammond Phone: 434 2603  
 Address: 3802 N. 'S' ST. City, State, Zip: Pensacola, FL 32505  
 Agenda Item: SA Date: 12/11/10  
 Rezoning Case #: Z-~~2010~~2010-18  In Favor  Against

\*\*\*\*\*  
OFFICE USE ONLY:

Further staff action required:  Yes  No

Comments: \_\_\_\_\_

# Z-2010-19



PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010

17

1 MR. BRISKE: Board members, any questions for  
 2 staff?  
 3 Mr. Hammond, did you wish to cross-examine the  
 4 staff?  
 5 MR. HAMMOND: No, sir.  
 6 MR. BRISKE: All right. The Chair will  
 7 entertain a motion.  
 8 MR. GOODLOE: Mr. Chairman, I move that we  
 9 recommend approval of the rezoning application to  
 08:48 10 the BCC and adopt the Findings-of-Fact provided in  
 11 the rezoning application listed as Z-2010-18.  
 12 MR. BRISKE: Thank you.  
 13 MR. BRISKE: Thank you. We have a motion and a  
 14 second. Any discussion? All those in favor, please  
 15 say aye.  
 16 (Aye.)  
 17 MR. BRISKE: Opposed.  
 18 (None.)  
 19 MR. BRISKE: It passes unanimously.  
 08:49 20 (The motion passed unanimously.)  
 21 MR. BRISKE: Thank you, sir.  
 22 MR. HAMMOND: Thank you.  
 23 (Case Z-2010-18 concluded. The transcript  
 24 continues on Page 18.)  
 25 \* \* \*

TAYLOR REPORTING SERVICES, INCORPORATED

18

1 \* \* \*

2 CASE NO: Z-2010-19  
 Location: 3407 North Tarragona Street  
 3 Parcel: 04-2S-30-6001-005-021  
 From: R-3, One-family and Two-family District  
 4 (cumulative) Medium Density (10 du/acre)  
 To: R-5, Urban Residential/Limited Office District  
 5 District (Cumulative) High Density  
 (20 du/acre)  
 6 FLU Category: C, Commercial  
 BCC District: 3  
 7 Requested by: Leonard and Carrie Walker, Owners.

8 MR. BRISKE: Our next case today is Case  
 9 Z-2010-19 and this is a request for rezoning from  
 08:49 10 R-3, One-family and Two-family district, to an R-5,  
 11 Urban Residential/Limited Office District. It's  
 12 being requested today by Leonard and Carrie Walker,  
 13 the owners.  
 14 Members of the Board, has there been any  
 15 ex parte' communication between you, the applicant,  
 16 the applicant's agent, attorneys or witnesses, with  
 17 any fellow Planning Board members or anyone from the  
 18 general public prior to this hearing? I would also  
 19 ask if you visited the subject property and also  
 08:49 20 disclose if you are a relative or business associate  
 21 of the applicant or the applicant's agent. Again,  
 22 Stephanie?  
 23 MS. ORAM: None applicable.  
 24 MS. HIGHTOWER: None applicable.  
 25 MR. GOODLOE: I have not met with any of the

TAYLOR REPORTING SERVICES, INCORPORATED

19

1 individuals but I have visited the subject property.  
 2 MR. BARRY: None.  
 3 MR. BRISKE: None for the Chairman.  
 4 MR. TATE: None.  
 5 MS. DAVIS: None.  
 6 MR. WINGATE: I did visit the site by a  
 7 driveby.  
 8 MR. BRISKE: All right.  
 9 MS. SINDEL: None.  
 08:50 10 MR. BRISKE: Thank you. Staff, was the notice  
 11 on this case, the hearing, sent to all interested  
 12 parties?  
 13 MR. FORTE: Yes, sir.  
 14 MR. BRISKE: And was it also posted on the  
 15 subject property?  
 16 MR. FORTE: Yes, sir, it was.  
 17 MR. BRISKE: At this time we'll ask you to  
 18 present the maps and photographs for the case.  
 19 MR. FORTE: Once again, this is Z-2010-19, 3407  
 08:50 20 North Tarragona Street, from R-3 to R-5. You have  
 21 your location and wetlands map. This is actually --  
 22 it appears the maps may not be correct, but we have  
 23 the subject site. We can go through the signs and  
 24 photos.  
 25 MR. BRISKE: It's correct in the package.

TAYLOR REPORTING SERVICES, INCORPORATED

20

1 MR. FORTE: We'll just go through the photos  
 2 first and she's going to pull up the maps from the  
 3 actual packet itself.  
 4 MR. BRISKE: That will be fine.  
 5 MR. FORTE: There you go.  
 6 Here's your location and wetlands map. Your  
 7 2009 aerial. The Future Land Use and existing land  
 8 use. The Future Land Use of Commercial. Your  
 9 current zoning is R-3.  
 08:52 10 And we have your notice sign actually on the  
 11 site. Looking north along North Tarragona Street.  
 12 Looking south along North Tarragona Street. Looking  
 13 southeast from the subject property. Looking  
 14 northeast from the subject property. South from the  
 15 subject property. North from the subject property.  
 16 Looking east across the street from the subject  
 17 property. The subject property itself. And that  
 18 conclude the maps and photos.  
 19 MR. BRISKE: Any questions on the maps or  
 08:53 20 aerials? All right.  
 21 And who will be presenting today for Leonard  
 22 and Carrie Walker? Mr. Walker?  
 23 MR. WALKER: Yes.  
 24 MR. BRISKE: Yes, sir. Please come to the  
 25 microphone, if you would.

TAYLOR REPORTING SERVICES, INCORPORATED

**PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010**

**21**

1 Good morning, sir. If you need to sit down we  
 2 can arrange to have the chair pulled up if that will  
 3 be more comfortable for you.  
 4 MR. WALKER: I'm all right.  
 5 MR. BRISKE: Are you okay?  
 6 MR. WALKER: Yes, sir.  
 7 MR. BRISKE: All right, sir. If you would  
 8 state your name and address for the record, please.  
 9 MR. WALKER: Leonard Walker, 3407 North  
 08:53 10 Tarragona.  
 11 MR. BRISKE: Yes, sir, thank you. We'll have  
 12 our court reporter swear you in, sir.  
 13 (Leonard Walker sworn.)  
 14 MR. BRISKE: Thank you, sir. Sir, have you  
 15 received the staff's Findings-of-Fact package?  
 16 MR. WALKER: Yes, sir.  
 17 MR. BRISKE: Do you understand that you have  
 18 the burden of providing substantial competent  
 19 evidence that the proposed rezoning is consistent  
 08:54 20 with the Comprehensive Plan, furthers the goals,  
 21 objectives and policy of the Comprehensive Plan and  
 22 is not in conflict with any portion of the Land  
 23 Development Code?  
 24 MR. WALKER: Yes, sir.  
 25 MR. BRISKE: Yes, sir. You may proceed.  
 TAYLOR REPORTING SERVICES, INCORPORATED

**22**

1 MR. WALKER: Well, I just want to get the  
 2 trailer. I went and paid for the trailer. I didn't  
 3 know this. I thought because there was one in front  
 4 of me that I could get it. I didn't know it. So I  
 5 went and paid him for the trailer. My children  
 6 helped me get the money up and I paid him cash and  
 7 he wouldn't refund my money back so I've got to have  
 8 somewhere to put it. If I don't, I don't know what  
 9 they're going to do. If I don't have no where to  
 08:54 10 put it I just lose all my lifetime away. I've been  
 11 staying there for the last 60 years, ever since the  
 12 (inaudible) field was up there.  
 13 MR. BRISKE: Have you had a chance to review  
 14 the staff's Findings-of-Fact, the package that the  
 15 staff provided to you?  
 16 MR. WALKER: Yes, sir.  
 17 MR. BRISKE: Are you in agreement with those  
 18 findings?  
 19 MR. WALKER: I'm just going along with --  
 08:55 20 whatever y'all do, I'll go along with because I  
 21 didn't know what I was doing. I'm just going along  
 22 with y'all. If I can't get it I just can't use it  
 23 there. That's all.  
 24 MR. BARRY: All right, sir.  
 25 MR. WALKER: I'm leaving it up to y'all.  
 TAYLOR REPORTING SERVICES, INCORPORATED

**23**

1 MR. BRISKE: Can you tell us in your own words  
 2 a little bit about why you want to do the rezoning?  
 3 MR. WALKER: Because I have to have somewhere  
 4 to stay.  
 5 MR. BRISKE: Okay. All right.  
 6 MR. WALKER: See, I had some children I was  
 7 keeping, but see my house burnt down so they even  
 8 come take my grandchildren out of the house because  
 9 I didn't have no presentable place for them to stay  
 08:55 10 and that's why I was trying to get the trailer, for  
 11 them to have somewhere to stay. So they've done  
 12 pulled my children out of the house already.  
 13 MR. BARRY: All right.  
 14 MR. WALKER: I've been having a bad time on  
 15 everything.  
 16 MR. BRISKE: Yes, sir.  
 17 Board members, any questions of Mr. Walker at  
 18 this time?  
 19 Sir, we may have more questions once we get a  
 08:56 20 little bit further into it, but at this time we'll  
 21 go ahead and have the staff go ahead and give their  
 22 presentation and then may have questions for you.  
 23 MR. WALKER: I just hope they do right because  
 24 I don't know what I'm going to do.  
 25 MR. BRISKE: Yes, sir.  
 TAYLOR REPORTING SERVICES, INCORPORATED

**24**

1 David, if you would, just give a little of  
 2 background -- he mentioned some of the things -- if  
 3 you know any of that.  
 4 MR. FORTE: I'm not quite sure if I'm allowed  
 5 because it would be more of a site plan type.  
 6 Steve, I'm not sure. In a general sense, I  
 7 believe -- I may have to ask Lynette as well to help  
 8 fill in. I believe in R-3 you're not allowed to  
 9 have -- well, let's say it's a nonconforming use for  
 08:57 10 having a mobile home in R-3. I'm not sure. Maybe  
 11 Lloyd will be better.  
 12 MR. KERR: In the R-3 zoned category you're not  
 13 permitted to have mobile homes. R-5 does permit you  
 14 to have a mobile home. This particular lot is a lot  
 15 of record and as a "lot of record" you are permitted  
 16 to put a single-family home on it and, evidently,  
 17 this is what Mr. Walker would like to do. He would  
 18 like to rezone the property in order that he be able  
 19 to use it for the intended purpose that he has.  
 08:58 20 MR. BRISKE: All right. I think we were  
 21 just -- there was a comment written on the bottom of  
 22 the zoning verification request form. It looks like  
 23 it was written there by a staff member, Barbara --  
 24 MR. FORTE: Barbara Winns.  
 25 MR. BRISKE: Winns. So that's why I was  
 TAYLOR REPORTING SERVICES, INCORPORATED

**25**

1 basically asking a little bit of the background on  
 2 it. I'm not quite sure I understand a house cannot  
 3 be replaced by a mobile home in R-3 zoning; what  
 4 does that mean?  
 5 MR. FORTE: I believe it's a nonconforming use  
 6 right now, and with it being out for over a year.  
 7 MR. KERR: If there was a house existing on the  
 8 site and because it's zoned R-3, he would have to  
 9 rebuild a house. As an R-5 zone he would be  
 10 permitted to put a mobile home on that particular  
 11 piece of property. And that's what the land use  
 12 certificate was indicating, that a mobile home could  
 13 not be placed in that zoning category.  
 14 MR. BRISKE: Okay. All right. At this time,  
 15 David, we'll have you proceed with the Staff's  
 16 findings.  
 17 (David Forte, previously sworn.)  
 18 MR. FORTE: Yes, sir.  
 19 This is staff's Findings-of-Fact for Z-2010-19.  
 20 Criterion (1), consistent with the  
 21 Comprehensive Plan. The proposed amendment to R-5  
 22 is consistent with the intent and purpose of the  
 23 Commercial Future Land Use category. The limited  
 24 office uses permitted in R-5 are commercial in  
 25 nature which is consistent with the commercial FLU  
 TAYLOR REPORTING SERVICES, INCORPORATED

**26**

1 as set forth in Comprehensive Plan Policy 7.A.4.7.g.  
 2 though the Commercial Future Land Use policy states  
 3 that second floor and/or secondary residential uses  
 4 are only allowed when part of a predominately  
 5 commercial development or a multi-story structure  
 6 with residential units above the first floor, the  
 7 subject property is a "lot of record" which will  
 8 also allow the owner to use the property for a  
 9 single-family residence as set forth in  
 10 Comprehensive Plan Policy 9.A.7.10.  
 11 Criterion (2), consistent with the code. The  
 12 proposed amendment is consistent with the intent and  
 13 purpose of the Land Development Code. The proposed  
 14 amendment of R-5 is also a residential district,  
 15 therefore, the purpose and intent stated in LDC  
 16 6.00.01 is the same as it is for the current zoning  
 17 of R-3.  
 18 When applicable, further review from the  
 19 Development Review Committee will be needed to  
 20 ensure the buffer requirements and other performance  
 21 standards have been met should this amendment be  
 22 granted. Note LDC 7.01.06.A.2.  
 23 Criterion (3), compatible with the surrounding  
 24 uses. The proposed amendment is compatible with the  
 25 surrounding and existing uses in the area. Within  
 TAYLOR REPORTING SERVICES, INCORPORATED

**27**

1 the 500-foot radius impact area staff observed a  
 2 total of 67 parcels zoned either R-3 or C-2. There  
 3 are 41 single-family residences, two multifamily  
 4 residences, one mobile home, one church, one store,  
 5 17 vacant properties, one billboard, one county  
 6 parcel and two Escambia County School Board  
 7 properties.  
 8 Criterion (4), changed conditions. Staff found  
 9 no changed conditions that would impact the  
 10 amendment or property.  
 11 Criterion (5), effect on the natural  
 12 environment. According to the National Wetland  
 13 Inventory wetlands and hydric soils were not  
 14 indicated on the subject property. When applicable,  
 15 further review during the Development Review  
 16 Committee process will be necessary to determine if  
 17 there will be any significant adverse impact on the  
 18 natural environment.  
 19 Criterion (6), development patterns. The  
 20 proposed amendment would result in a logical and  
 21 orderly development pattern. Though the proposed  
 22 amendment would result in an isolated zoning  
 23 district, it is compatible with the uses of  
 24 surrounding and nearby parcels such as the mobile  
 25 home across the street and the small store on the  
 TAYLOR REPORTING SERVICES, INCORPORATED

**28**

1 corner of Texar Street and Roosevelt Street. All  
 2 the properties north of Texar Street within the  
 3 impact area are within the Commercial FLU;  
 4 therefore, the proposed amendment of R-5 is the most  
 5 compatible zoning district with both the Future Land  
 6 Use and surrounding uses without detracting from the  
 7 character and quality of life of the neighborhood.  
 8 I would like to state this is in the Community  
 9 Redevelopment Area, Palafox. I did speak -- we did  
 10 speak with the CRA and they had no objections to the  
 11 rezoning application.  
 12 MR. BRISKE: Any questions of staff from the  
 13 Board?  
 14 Mr. Walker, did you have any questions of the  
 15 staff?  
 16 MR. WALKER: No, sir, no questions.  
 17 MR. BRISKE: All right. We do have two  
 18 speakers signed up to speak on this. And we'll  
 19 start with Ms. Della Cruse. Good morning,  
 20 Ms. Cruse. If you would, state your name and  
 21 address for the record, please.  
 22 MS. CRUSE: My name is Della Cruse, 2948 Rhythm  
 23 Street.  
 24 MR. BRISKE: The court reporter will swear you  
 25 in.  
 TAYLOR REPORTING SERVICES, INCORPORATED

**PLANNING BOARD REZONING HEARINGS - DECEMBER 13, 2010**

**29**

1 (Della Cruse sworn.)  
 2 MR. BRISKE: Yes, ma'am. Proceed, please.  
 3 MS. CRUSE: I just -- I received this card and  
 4 I just wanted to know what was the reason. And I  
 5 didn't know Mr. Walker's house had got burned and I  
 6 wanted to know when it said rezoning, I have a lot  
 7 over there and I learned now since I've been here  
 8 I'm across the street from him.  
 9 MR. BRISKE: Did the presentation give you what  
 09:04 10 you were looking for?  
 11 MS. CRUSE: Yes, it did.  
 12 MR. BRISKE: Did you have any other questions  
 13 for the Board?  
 14 MS. CRUSE: No. Nothing. No. No, I don't  
 15 have no objection to him -- you know, he can't put a  
 16 trailer there. He could put him a house. So I  
 17 don't have no objection. I would just like to have  
 18 the place fixed up and built up. I have an empty  
 19 lot and I would like to see something done there. I  
 09:04 20 would like to see some improvements, some  
 21 development in that area because I won't be able to  
 22 do it. That's all.  
 23 MR. BRISKE: Thank you, ma'am. Were there any  
 24 questions for Ms. Cruse? All right. Thank you,  
 25 ma'am for coming out.  
 TAYLOR REPORTING SERVICES, INCORPORATED

**30**

1 MS. CRUSE: Thank you.  
 2 MR. BRISKE: Is there anyone else here who  
 3 wishes to speak on this matter today? All right.  
 4 We'll hereby close the public comment section of the  
 5 meeting and go back to the Board for  
 6 recommendations.  
 7 MR. TATE: I have a question before a  
 8 recommendation and I don't mind making a  
 9 recommendation either, but it's a clarification  
 09:05 10 issue and it goes back to our regular Planning Board  
 11 meeting of last month. And I don't think this has  
 12 totally been ratified yet, but what was the  
 13 definition that we settled on for spot zoning?  
 14 MR. FORTE: It was nearby zoning districts and  
 15 uses. It's going to the Board of County  
 16 Commissioners January 6th.  
 17 MR. TATE: We did include uses?  
 18 MR. FORTE: And uses.  
 19 MR. TATE: Okay. Good. In a situation like  
 09:05 20 this, I mean it's very clear to me, but I think it  
 21 would be very beneficial if we stated or staff  
 22 stated that this is not spot zoning because, rather  
 23 than just saying it's an isolated zoning district  
 24 that's compatible with surrounding uses. I mean,  
 25 that's what we say -- isn't it in the LDC you have  
 TAYLOR REPORTING SERVICES, INCORPORATED

**31**

1 to prove that it's not?  
 2 MR. FORTE: Currently it still states that way,  
 3 but the Board will be --  
 4 MR. TATE: Right. I'm talking about --  
 5 MR. FORTE: Yes, sir.  
 6 MR. TATE: -- in the future so there's just no  
 7 issue because we have the two issues, both zoning  
 8 and uses. This case, obviously, it is not the same  
 9 zoning, but it is compatible use and that's, I  
 09:06 10 think, an issue this Board has strongly supported,  
 11 is surrounding uses.  
 12 MR. FORTE: Correct.  
 13 MR. TATE: Mr. Commissioner -- I'm sorry.  
 14 MR. BRISKE: Don't give me that title. I don't  
 15 want that one.  
 16 MR. TATE: Mr. Chairman, I move that we accept  
 17 this rezoning from R-3 to R-5 and recommend approval  
 18 to the Board of County Commissioners and accept  
 19 staff's Findings-of-Fact.  
 09:06 20 MS. DAVIS: I second that.  
 21 MR. BRISKE: We have a motion and a second.  
 22 Any discussion? All those in favor, say aye.  
 23 (Aye.)  
 24 MR. BRISKE: Opposed.  
 25 (None.)  
 TAYLOR REPORTING SERVICES, INCORPORATED

**32**

1 (The motion passed unanimously.)  
 2 MR. BRISKE: All right, Mr. Walker, it has been  
 3 approved. Staff members will get with you and help  
 4 you through the rest of the process.  
 5 MR. WALKER: Thank you.  
 6 MR. BRISKE: Thank you for coming out, sir.  
 7 MR. WALKER: I thank all of y'all.  
 8 MR. BRISKE: At this point we will close the --  
 9 MR. TATE: Can I ask a question?  
 09:07 10 MR. BARRY: Before we close?  
 11 MR. TATE: Yes. When does his -- when does  
 12 this zoning package go to the BCC? What's the next  
 13 step?  
 14 MR. FORTE: Rezoning always go the following  
 15 month, so it will go in January, the first meeting  
 16 of January, January 6th.  
 17 MR. BRISKE: All right. At this time we will  
 18 close the quasi-judicial hearing of the Planning  
 19 Board.  
 09:07 20 (Quasi-judicial proceedings concluded at 9:07  
 21 a.m.)  
 22  
 23  
 24  
 25  
 TAYLOR REPORTING SERVICES, INCORPORATED

1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA

4 COUNTY OF ESCAMBIA

5

6 I, LINDA V. CROWE, Court Reporter and Notary  
7 Public at Large in and for the State of Florida, hereby  
8 certify that the foregoing Pages 2 through 32 both  
9 inclusive, comprise a full, true, and correct transcript of  
10 the proceeding; that said proceeding was taken by me  
11 stenographically, and transcribed by me as it now appears;  
12 that I am not a relative or employee or attorney or counsel  
13 of the parties, or relative or employee of such attorney or  
14 counsel, nor am I interested in this proceeding or its  
15 outcome.

16 IN WITNESS WHEREOF, I have hereunto set my hand  
17 and affixed my official seal on December 14, 2010.

18

19

\_\_\_\_\_  
LINDA V. CROWE, COURT REPORTER  
Notary Public - State of Florida  
My Commission No.: DD 848081  
My Commission Expires: 02-05-2013

20

21

22

23

24

25

TAYLOR REPORTING SERVICES, INCORPORATED



**REZONING CASE: Z-2010-19**  
**December 13, 2010**

**I. SUBMISSION DATA:**

**BY:** Leonard and Carrie Walker, Owners

**PROPERTY REFERENCE NO.:** 04-2S-30-6001-005-021

**PROJECT ADDRESS:** 3407 N Tarragona Street

**FUTURE LAND USE:** C, Commercial

**COMMUNITY REDEVELOPMENT AREA:** Palafox

**COMMISSIONER DISTRICT:** 3

**BCC MEETING DATE:** January 6, 2011

**II. REQUESTED ACTION:**

**REZONE**

**FROM:** R-3, One-family and Two-family District (cumulative) Medium Density (10 du/acre)

**TO:** R-5, Urban Residential/Limited Office District (Cumulative) High Density (20 du/acre)

**III. 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)

## **CRITERION (1)**

### **Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan Policy (CPP) 7.A.4.7.g:** Uses allowed within the Commercial Future Land Use category “include all types of commercial activities including shopping centers, professional offices, medical offices and facilities, educational and religious uses, public utilities and facilities, convenience retail uses and other similar uses of a commercial nature. This category will be implemented by the inclusion of two or more zoning districts and zoning designations on the zoning maps consistent with the future land use map. The intensity of use within the category shall be defined by limiting the maximum amount of impervious cover to 85 percent and a floor area ratio of 1.1. The purpose of the category is to encourage and promote concentrations of commercial uses which have historically developed in response to market conditions and influences. It is the intent of this category that intensive commercial uses be generally confined to the areas depicted on the future land use map thereby creating compact commercial development and "infill" commercial development opportunities and minimize the opportunity for continued ribbon or strip commercial development. Second floor and/or secondary residential uses are only allowed when part of a predominately commercial development or a multi-story structure with residential units above the first floor. The maximum density for residential uses is 25 dwelling units per acre.”

**CPP 9.A.7.10 Lots of Record.** Nothing in this comprehensive plan shall be interpreted to deny the use of a lot of record or parcel which existed at the time of adoption of this plan (as amended) provided, however, that existing lots of record do not include contiguous multiple lots under single ownership. This policy does not exempt parcels or lots of record from the concurrency requirements of this plan.

## **FINDINGS**

The proposed amendment to R-5 **is consistent** with the intent and purpose of the Commercial Future Land Use (FLU) category.

The limited office uses permitted in R-5 are commercial in nature which is consistent with the Commercial FLU as set forth in **CPP 7.A.4.7.g**. Though the Commercial FLU policy states that “second floor and/or secondary residential uses are only allowed when part of a predominately commercial development or a multi-story structure with residential units above the first floor”, the subject property is a “lot of record” which will also allow the owner to use the property for a single family residence as set forth in **CPP 9.A.7.10**.

## **CRITERION (2)**

### **Consistent with this Code.**

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

**Land Development Code Section (LDC) 6.00.01 Legislative intent of residential districts** states that residential districts are designed to promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare.

- A. To provide sufficient space in appropriate locations for residential development to adequately meet the housing needs of the present and expected future population of the county.
- B. To efficiently utilize existing public ways and to mitigate the effects of heavy traffic, especially through traffic, in residential areas.
- C. To protect residential areas against flood, fire, explosions, toxic and noxious matter, radiation, and other hazards, as well as offensive noise, vibration, smoke, dust and other particulate matter, glare and other objectionable influences.
- D. To protect residential areas against undue congestion, by regulating the density of population, the intensity of activity and the bulk of buildings in relation to the surrounding land and to one another and by providing for off-street parking.
- E. To require the provision of open space and landscaping in residential areas wherever practical in order to provide for air, light and wind dynamics, to provide open areas for recreation, to enhance scenic quality, to facilitate surface drainage, and thereby to provide a more desirable environment for residential areas.
- F. To provide for access of light and air to windows and provide for privacy by controls over the height of buildings or other structures.
- G. To provide appropriate space in accessible locations for public and private educational, religious, recreational and similar facilities and public utilities which serve the needs of nearby residents, generally function more effectively in a residential environment and do not create objectionable influence; and to coordinate the intensity of residential land use with community facilities which are appropriately located and designed.
- H. To promote the most desirable use of land as well as the appropriate location and density of development, to promote stability of residential areas by providing for smooth transitions in residential density, to effectuate and maintain adequate levels of public services, to conserve the value of land and buildings, to protect the county's present and future tax revenues and to achieve the objectives of the Comprehensive Plan.

**LDC 6.05.09. R-3, One-family and Two-family District:** This district is intended to provide for a mixture of one-family and two-family dwellings, including townhouses, with a medium density level compatible with single-family residential development. The maximum density is ten dwelling units per acre.

**LDC 6.05.12. R-5, Urban Residential/Limited Office District:** This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development.



## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed amendment of R-5 is also a residential district therefore, the purpose and intent stated in **LDC 6.00.01** is the same as it is for the current zoning of R-3.

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment be granted. Note: LDC Section 7.01.06.A.2

## **CRITERION (3)**

### **Compatible with surrounding uses.**

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed a total of 67 parcels zoned either R-3 or C-2. There are 41 single-family residences, two multi-family residences, one mobile home, one church, one store, 17 vacant properties, one billboard, one county parcel, and two Escambia School Board properties.

## **CRITERION (4)**

### **Changed conditions.**

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

## **FINDINGS**

Staff found **no changed** conditions that would impact the amendment or property(s).

## **CRITERION (5)**

### **Effect on natural environment.**

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

## **FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Development Review Committee (DRC) process will be necessary to determine if there would be any significant adverse impact on the natural environment.

## **CRITERION (6)**

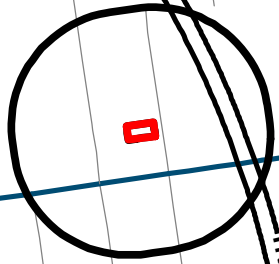
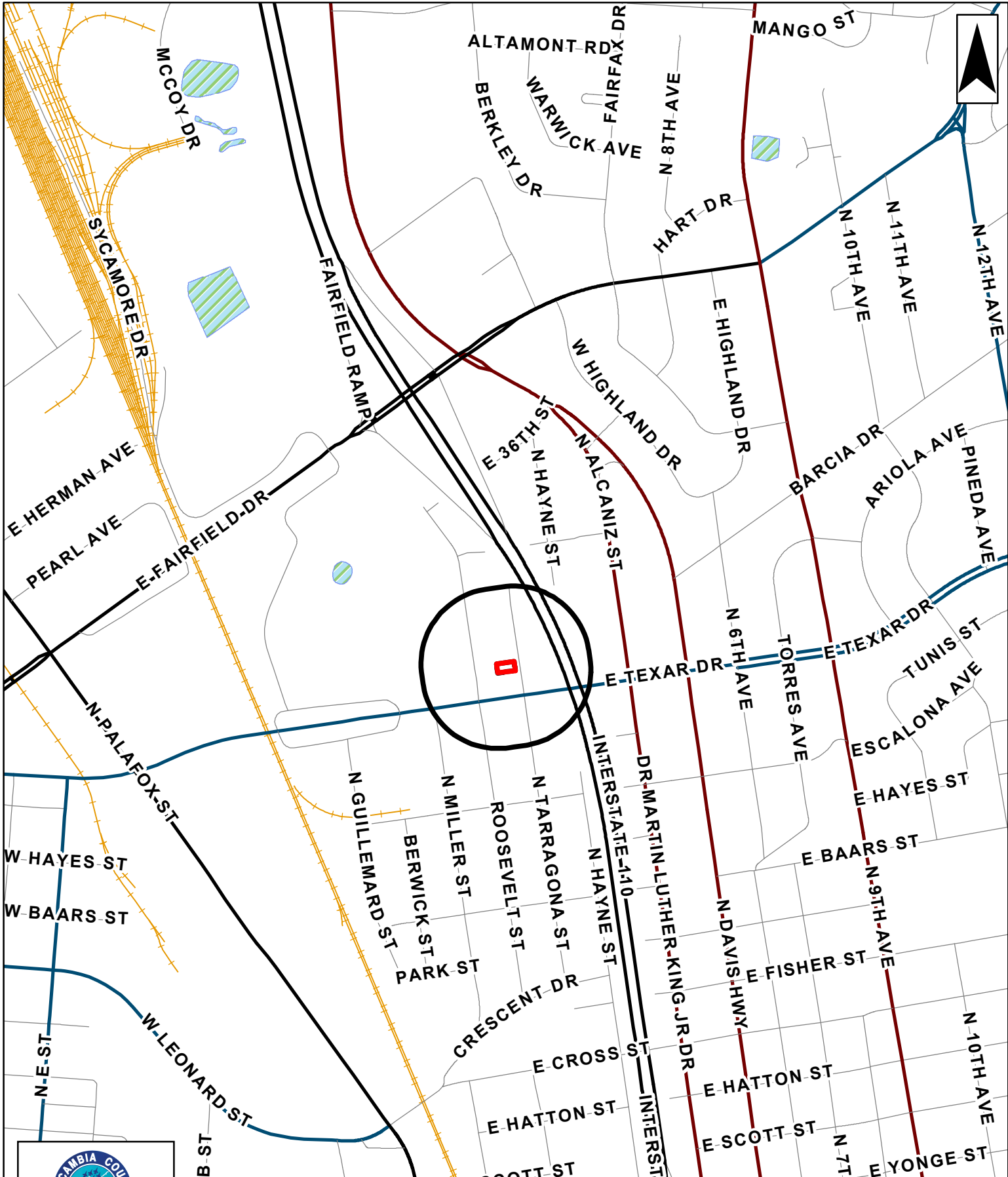
### **Development patterns.**

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

## **FINDINGS**

The proposed amendment **would result** in a logical and orderly development pattern. Though the proposed amendment would result in an isolated zoning district, it is compatible with the uses of surrounding and nearby parcels such as the mobile home across the street and the small store on the corner of Texar St and Roosevelt St. All the properties north of Texar Street within the impact area are within the Commercial FLU; therefore, the proposed amendment of R-5 is the most compatible zoning district with both the FLU and surrounding uses without detracting from the character and quality of life of the neighborhood.


**Note:** The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.



# Z-2010-19 LOCATION/WETLANDS



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- + RAILROAD
- ▨ WETLANDS

  
 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.  
 Lynette Harris  
 Development Services Bureau



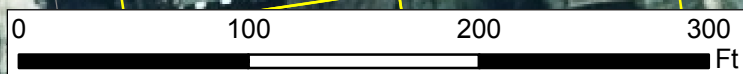
INTERSTATE 10

N TARRAGONA ST

E-TEXAR DR

ROOSEVELT ST

# Z-2010-19 2009 AERIAL



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



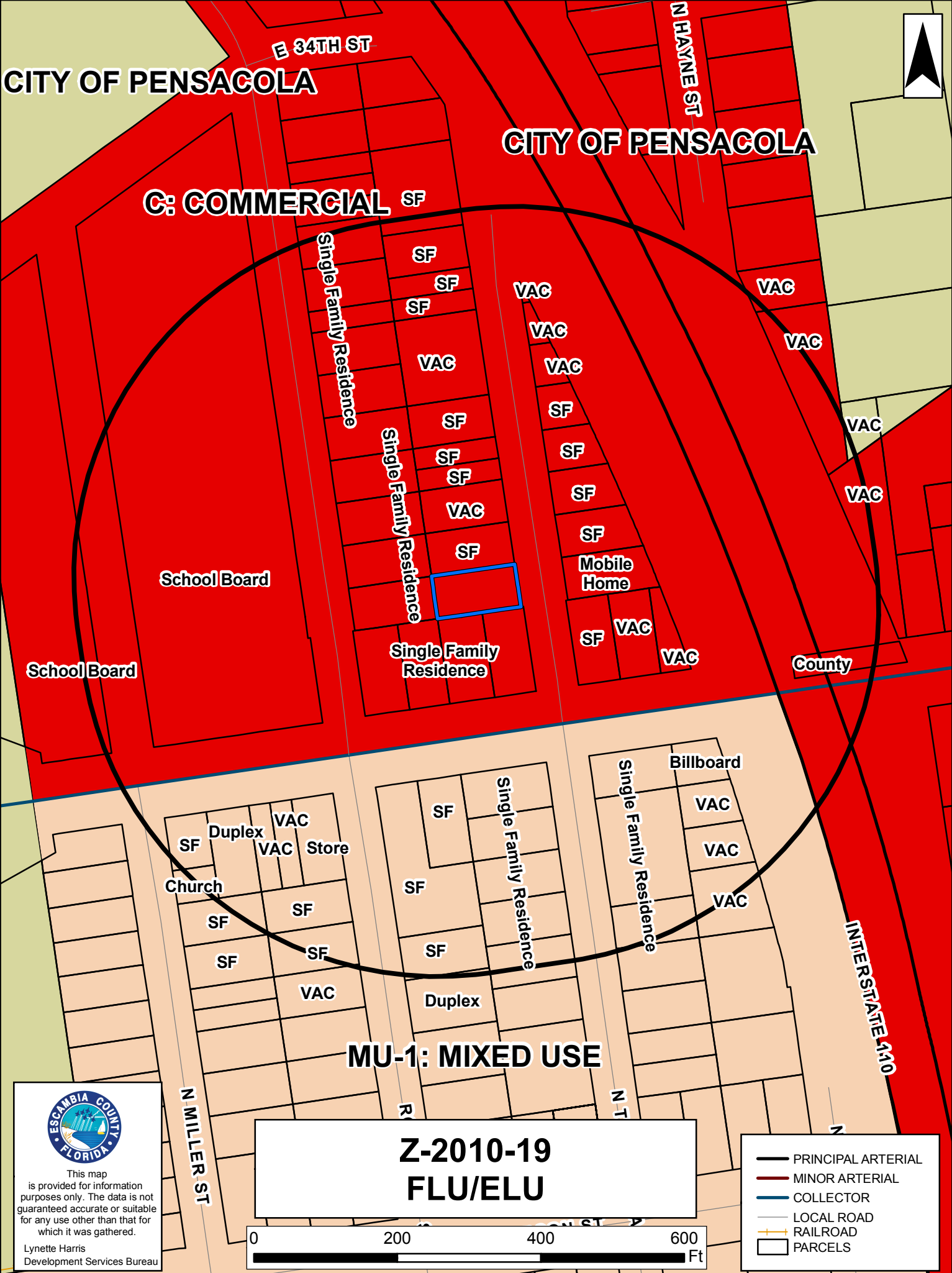

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Lynette Harris  
Development Services Bureau

# CITY OF PENSACOLA

# CITY OF PENSACOLA


## C: COMMERCIAL SF










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Development Services Bureau

**Z-2010-19  
FLU/ELU**



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS

INCORP

INCORP



E 34TH ST

INTERSTATE-110

N HAYNE ST

ROOSEVELT ST

N TARRAGONA ST

C-2

R-3

E TEXAR DR

R-5

INTERSTATE-110

INCORP

N MILLER ST

ROOS

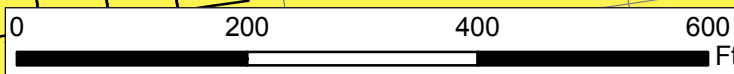
N TARRA



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Lynette Harris  
Development Services Bureau

# Z-2010-19 ZONING: R-3



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

# Public Notice Sign

**NOTICE OF PUBLIC HEARING REZONING**

CASE NO.: **Z-2010-19**

CURRENT ZONING: **R-3** PROPOSED ZONING: **R-5**

**PLANNING BOARD**

DATE: **12-13-10** TIME: **8:30<sup>am</sup>**

**LOCATION OF HEARING**  
ESCAMBA COUNTY CENTRAL OFFICE COMPLEX  
3700 WEST HAWK PLACE  
ROOM 104 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

DATE: **1-6-11** TIME: **5:45<sup>pm</sup>**

**LOCATION OF HEARING**  
ESCAMBA COUNTY GOVERNMENT CENTER  
338 PALATKA PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 904-370-1181  
[WWW.ESCAMBA.COM](http://WWW.ESCAMBA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBA COUNTY



Looking North along N Tarragona St





**NOTICE OF PUBLIC HEARING REZONING**

**CASE NO.:** Z-2010-19  
**CURRENT ZONING:** R-3 **PROPOSED ZONING:** R-5

**PLANNING BOARD**  
**DATE:** 12-13-16 **TIME:** 8:30am

**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 385 WEST PARK PLACE  
 ROOM 104 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**  
**DATE:** 12-13-17 **TIME:** 5:25pm

**LOCATION OF HEARING**  
 ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
 385 WEST PARK PLACE  
 3RD FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL

Looking South along N Tarragona St



Looking Southeast from Subject Property



Looking Northeast from Subject Property



South of Subject Property



North of Subject Property



Looking East across the street from Subject Property



Subject Property



**Development Services Bureau**  
Escambia County, Florida

**APPLICATION**

Please check application type:

- Rezoning       Variance       Development Order Extension  
 Proposed zoning: R-5       Conditional Use       Administrative Appeal

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Leonard T. Walker + Carrie Walker Phone: 912-4801  
 Address: 3407 N Tarragona St Email: \_\_\_\_\_

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 3407 N Tarragona St  
 Property Reference Number(s)/Legal Description: 04-25-30-6001-005-021

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.

Leonard Walker  
 Signature of Owner/Agent

Leonard Walker  
 Printed Name Owner/Agent

10-13-10  
 Date

Carrie Walker  
 Signature of Owner

Carrie Walker  
 Printed Name of Owner

10-13-10  
 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November 20 10

by Leonard Thomas Walker & Carrie Bell Walker Leonard

Personally Known  OR Produced Identification . Type of Identification Produced: Voter's Reg - 103912476-Carrie

Karen S. Spitsbergen  
 Signature of Notary  
 (notary seal must be affixed)

Karen S. Spitsbergen  
 Printed Name of Notary



**FOR OFFICE USE ONLY** CASE NUMBER: \_\_\_\_\_  
 Meeting Date(s): 12/13/10 1/6/11 Accepted/Verified by: Lynette Harris Date: 11/3/10  
 Fees Paid: \$ 0 Receipt #: \_\_\_\_\_ Permit #: \_\_\_\_\_  
Fee Waiver Approved

3363 West Park Place Pensacola, FL 32505  
 (850) 595-3475 \* FAX: (850) 595-3481





# Development Services Bureau

Escambia County, Florida

FOR OFFICE USE:

CASE #: \_\_\_\_\_

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name (if applicable): \_\_\_\_\_

Property Reference Number(s): 04-25-30-6001-005-021

Project Address: 3407 N Tarragon St

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 transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. 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 13th DAY OF October, YEAR OF 2010

[Signature]  
Signature of Property Owner

Leonard Walker  
Printed Name of Property Owner

10-13-10  
Date

[Signature]  
Signature of Property Owner

Carrie Walker  
Printed Name of Property Owner

10-13-10  
Date



**Development Services Bureau**  
Escambia County, Florida

**PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM**

04-2S-30-6001-005-021  
Property Reference Number

Leonard Walker  
Name

3407 N. Tarragona St  
Address

Owner

Agent

Referral Form Included? **Y / N**

**MAPS PREPARED**

- Zoning
- FLU
- Aerial
- Other: \_\_\_\_\_

**PROPERTY INFORMATION**

Current Zoning: R-3 Size of Property: \_\_\_\_\_ +/-  
 Future Land Use: C Commissioner District: \_\_\_\_\_  
 Overlay/AIPD: \_\_\_\_\_ Subdivision: \_\_\_\_\_  
 Redevelopment Area: \_\_\_\_\_

**COMMENTS**

Desired Zoning: R-5

Is Locational Criteria applicable? No If so, is a compatibility analysis required? No

recommend Fee Waiver - submitted 10/25/10 (#10 on checklist) -

10/25/10

boundary survey - needs total acreage (see checklist) #1  
notarized application/power cert. form (page 1 #2 on checklist) -

next deadlines  
application: 11/4 9:30am Planning Board: 12/13 5:45pm Board of County Comm.: 1/6/11

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
- BOA  DRC  Other: \_\_\_\_\_

Process Name

Staff present: 595-3464  
Lynette Harris, Terry Williams Date: 10/12/10

Applicant/Agent Name & Signature: L T Walker

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.



**Development Services Bureau**  
Escambia County, Florida

For Office Use Only
Invoice # _____
Fee \$ <u>\$25.00</u>

**ZONING VERIFICATION REQUEST FORM**

<b>Requestor's Information</b>	Requestor/Agent Name: <u>Leonard Thomas</u>		Date: <u>9/16/10</u>
	Phone #: <u>N/A</u>	Fax #: _____	Escrow Account # (if applicable): _____
	Property Address: <u>3407 N. Tarragona Street</u>		
	Property Reference #: <u>04-25-30-6001-005-021</u>		
	Property Reference # can be obtained from the Property Appraiser's Office at 434-2735 or at www.escpa.org		
	Tax Acct #: _____	Property Owner's Name: _____	
<p>This verification relates to zoning for the specified property and is provided for information purposes only. This form <b>DOES NOT</b> imply or confer development rights for any desired use or activity on the specified parcel. Prior to the issuance of any permits, the applicant must submit a complete application to the County and must comply with all other applicable State and Local Regulations. Requestor, please sign below verifying that you have read and understand, and accept, this disclaimer:</p>			
SIGNATURE <u>X Leonard Thomas</u>			Date: <u>9-16-10</u>

<b>OFFICE USE ONLY</b>	Is parcel a Lot of Record? Yes ( ) No <input checked="" type="checkbox"/> If No, issue must be resolved before any permits can be issued.		
	Zoning District: <u>R-3</u>	Future Land Use Category: <u>C</u>	Zoning Overlay District: Yes ( ) No <input checked="" type="checkbox"/> If Yes, check one: Barrancas ( ) Brownsville ( ) Scenic Hwy ( ) Warrington ( )
	Wetlands located on property? Yes ( ) No <input checked="" type="checkbox"/>		
	Property in a Flood Zone? Yes ( ) No <input checked="" type="checkbox"/> Flood Zone <u>X</u> Base Flood Elevation _____ Map # _____		
	Property in an Airport/Airfield Environ? Yes ( ) No ( ) If Yes, complete the section below:		
	<b>Airfield/Airport</b>	<b>Airfield Influence Planning District</b> AIPD-1 ( ) AIPD-2 ( )	<b>Noise Zone</b> _____
	NAS Pensacola _____ NOLF Saufley _____ NOLF 8 _____ Pensacola Regional: _____ PNSPD _____ Heights Zone _____	<b>AIPD-1 &amp; Accident Potential Zone (APZ) Areas</b> Clear Zone ( ) Area A ( ) APZ-1{NASP} ( ) APZ-1 ( ) Area B ( ) APZ-2{NASP} ( ) APZ-2 ( )	<b>AIPD</b> <b>PNSPD</b> Zone 1 ( )      A ( ) Zone 2 ( )      B ( ) Zone 3 ( )      C ( ) Not in noise zone ( )
	Verified by: <u>[Signature]</u>		Date: <u>9/16/10</u>
	<input checked="" type="checkbox"/> In-office/Pickup		<input type="checkbox"/> Faxed <input type="checkbox"/> Mailed

**Note:** Payment must be collected prior to processing. Requests may be paid by cash, check, using an established escrow account or by credit card (Visa or MasterCard only).

**Note:** Check the address carefully before submitting a zoning request. If we receive an inquiry for property that is in the City of Pensacola, Santa Rosa County, or other jurisdiction, the processing fee will still be charged to cover

N/A A house cannot be replaced for a mobile home in R-3 zoning.

Barbara Wins, Urban Planner II  
Ph: 595-3584

2.00 down  
2.75 7th St. P.D.

c 10 1st 13th + 2

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

WHEREAS, Charles H. Overman and others did on the 21st day of July, 1952, make, execute and deliver to Terry Richardson, as Trustee, a deed conveying to said trustee, his successors, heirs and assigns, certain real property with full power to sell and convey the real property described therein and the real property thereafter acquired by him upon the same trusts, which deed appears of record in Deed Book 360 at Page 380 of the public records of Escambia County, Florida:

and  
WHEREAS, said trustee has sold the real property hereinafter described to the grantee hereinafter named; now, therefore

KNOW ALL MEN BY THESE PRESENTS that I, Terry Richardson as trustee as aforesaid and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to me in hand paid by Leonard T. Walker and Carrie Walker, husband and wife the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Leonard T. Walker and Carrie Walker, husband and wife, their heirs and assigns, forever, the following described real estate, situate, lying and being in the City of Pensacola, County of Escambia, State of Florida, to wit:

Lots 5 and 6 in Block 21, North Pensacola, Unit #4 according to a plat filed in Plat Book 2 at Page 57 of the records of Escambia County, Florida.

This deed is given subject to that certain covenant of restrictions recorded in Deed Book 286 at Page 418 of the records of Escambia County, Florida which said restrictions are made a part hereof as if fully set out herein.

together with the improvements thereon and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE said above described premises unto the said Leonard T. Walker and Carrie Walker, husband and wife their

heirs and assigns, forever, free from all exemption and right of homestead, or claim of mine, the said grantor, if any such right or claim I possess: And I, the said Grantor, for myself, as trustee, but not individually, and my successors and assigns, do covenant with the said grantees, their heirs and assigns, that I am well seized of said property, and have a good right to convey the same; that it is free from any incumbrance in law or equity, save and except taxes for 1957 and later years, the payment of which taxes is assumed by the grantees; and the said grantor, as trustee but not individually, shall and will warrant and by these presents forever defend the said premises unto the said grantees, their heirs and assigns, against the lawful claims of all and every person or persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9 day of August, A. D., 1957

Signed, sealed and delivered in the presence of:

*L. A. Gugg*  
*William O. Wilson*

*Leonard T. Walker* (SEAL)  
As Trustee as aforesaid

NO. 57541 FILED AUG 13 1957

AT 11:15 AM RECORDED IN THE PUBLIC RECORD OFFICE ESCAMBIA COUNTY, FLORIDA IN THE BOOK AND PAGE LISTED ABOVE

LANGLEY BELL, CLERK OF CIRCUIT COURT  
*Madeline Skelton*  
DEPUTY CLERK

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This day before the undersigned personally appeared Terry Richardson, well known to me and known to me to be the individual described in and who executed the foregoing deed of conveyance, and acknowledged that he executed the same as trustee aforesaid for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9 day of August, A. D., 1957.

*William O. Wilson*  
Notary Public

My Commission Expires: 6-2-1958

Certified to be a true copy the original on file in this office Witness my hand and official seal ERNIE LEE MAGAHA Clerk of the Circuit Court Escambia County, Florida By: *[Signature]* D.C. Date: 10/12/10





# NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE  
Pensacola, FL 32526  
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

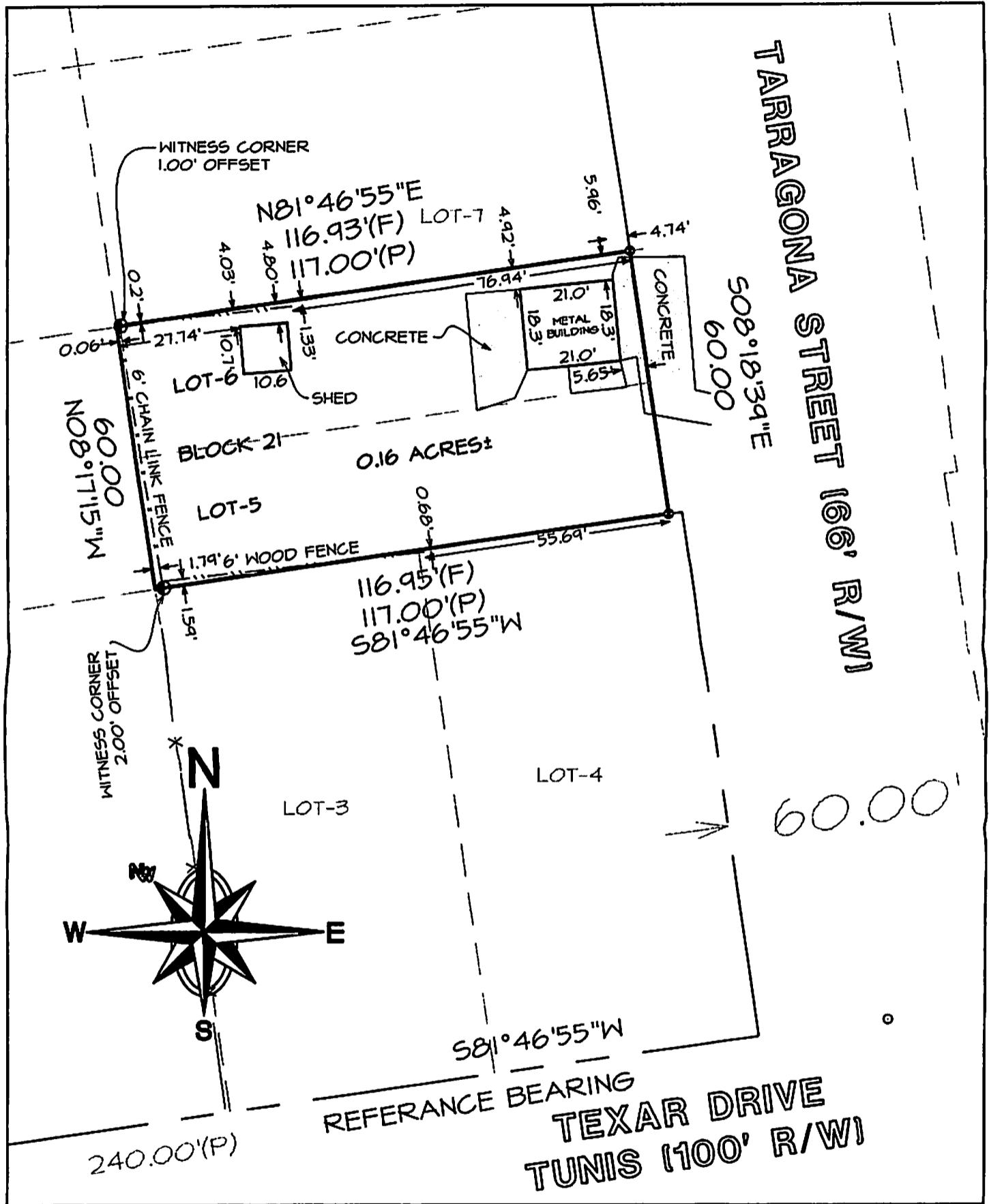


PREPARED FOR: LEONARD WALKER  
REQUESTED BY: LEONARD WALKER

JOB NO.: 10-18001-10  
DATE: OCTOBER 25, 2010

PROPERTY ADDRESS: 3407 NORTH TARRAGONA STREET

SCALE: 1"=30'



## BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

P.C.: FRT DRAFTED: FRT TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 5 AND 6 BLOCK 21, NORTH PENSACOLA UNITS

SEC. 4, TWP. 25, RGE. 30, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED ---- BOOK ----, PAGE ---. \*THE ENCROACHMENTS ARE AS SHOWN\*

FIELD DATE: 10-18-10, FIELD BOOK: FRT2, PG. 20

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.  
FLORIDA CORPORATION NUMBER 7277

REVISIONS:

*Fred R. Thompson 10/25/10*  
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA



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DATE: OCTOBER 25, 2010

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### GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 81 DEGREES 46 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF TEXAR DRIVE (100' R/W).
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0380 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

### DENOTES:

- ⊙ ~ PK NAIL (PLACED)
- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBERED 1271 (PLACED)
- ⊖ ~ 1/2" RED CAPPED IRON ROD, NUMBERED 1271 (PLACED)
- (D) ~ DEED INFORMATION
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE

## BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 2 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

P.C.: FRT DRAFTED: FRT TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 5 AND 6 BLOCK 21, NORTH PENSACOLA UNITS

SEC. 4, TWP. 2S, RGE. 30, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED ---- BOOK ----, PAGE ----. \*THE ENCROACHMENTS ARE AS SHOWN\*

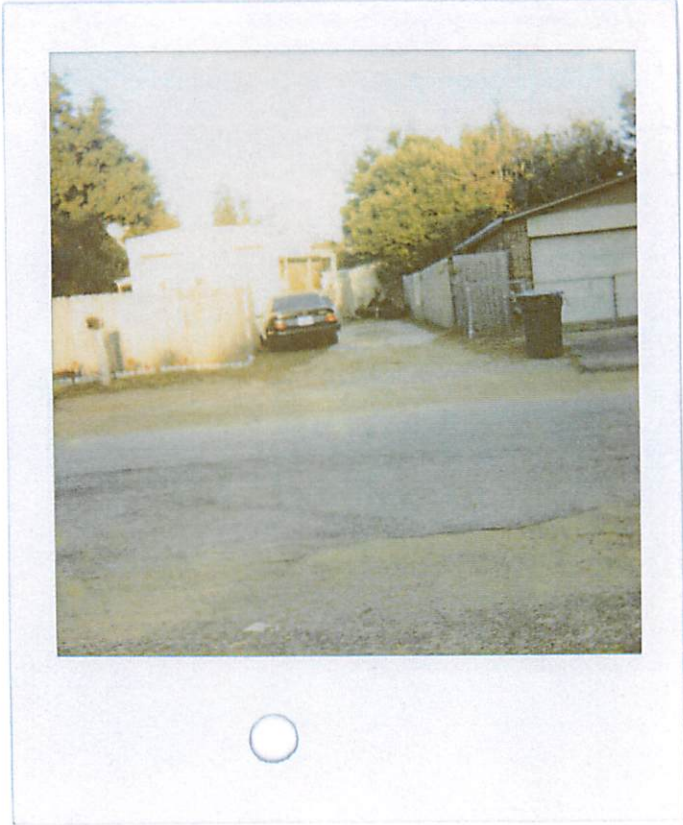
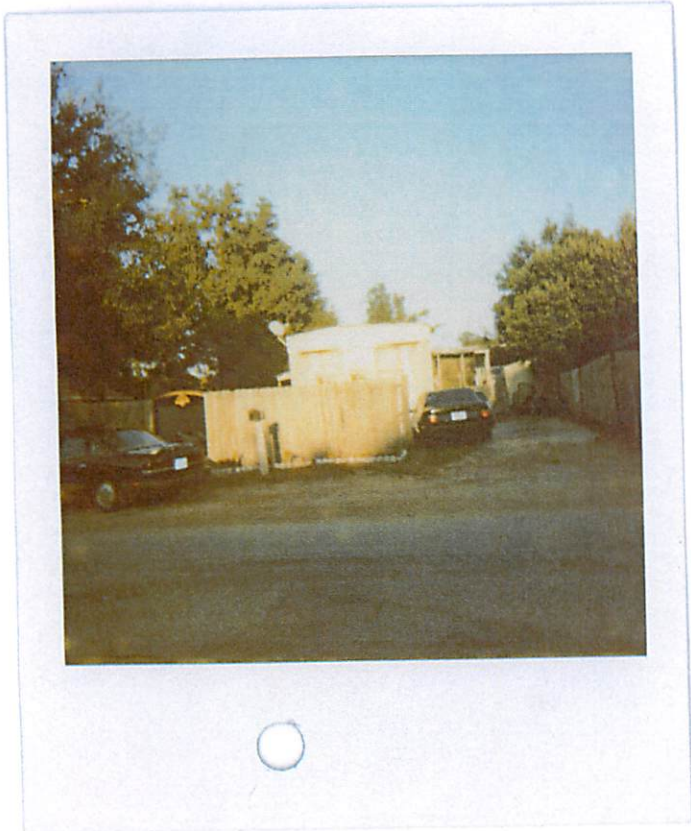
FIELD DATE: 10-18-10, FIELD BOOK: FRT2, PG. 20

NORTHWEST FLORIDA LAND SURVEYING, INC.  
FLORIDA CORPORATION NUMBER 7277

### REVISIONS:

*Fred R. Thompson 10/25/10*  
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR







BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Rec'd 10/25/10

FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

- Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.
- Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

Property Owner/Non-profit Organization Name: Leonard Walker

Please list the address(es) and Property Reference Number(s) for the property(s):  
3407 N Tarragona St 04-25-30-0001-005-021

Please indicate which application fee this request is for and the amount: Rezoning

Please attach the following required supporting documents to this request form:

- a. All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
- b. All applicants must submit a copy of their federal income tax returns for the previous two years.
- c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
- d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant.  YES  NO

The applicant provided all required supporting documents.  YES  NO

Therefore; this fee waiver request for Rezoning application  
Type of application

is hereby approved on this 27<sup>th</sup> day of October, 2010.

Larry M. Newsom  
Interim County Administrator

BELLAMY GEORGIA B  
C/O ASBURY PLACE  
4916 MOBILE HWY  
PENSACOLA FL 32506

CALHOUN NATHANIEL & BARBARA  
7441 CORA LN  
PENSACOLA FL 32505

CRUSE DELLA  
2948 RHYTHM DR  
PENSACOLA FL 32505

DOE ARIA &  
1414 WHEATLEY ST FAR  
ROCKAWAY NY 11691

FAILS CORTIE  
PO BOX 17979  
PENSACOLA FL 32522-7979

FOUNTAIN SHELLY &  
10307 KUPPERTON CT  
FREDERICKSBURG VA 22408

HALE HOUSTON & CARRIE B  
3413 N TARRAGONA ST  
PENSACOLA FL 32503

HALE THELMA  
3400 N TARRAGONA ST  
PENSACOLA FL 32503

HARRIS JAMES JR  
3216 N TARRAGONA ST  
PENSACOLA FL 32503

JILES JOSEPH N & ROBBIE L  
211 E TEXAR DR  
PENSACOLA FL 32503

BONNER LINELL JR  
12515 BERRY LAUREL LN  
HOUSTON TX 77014

CHANDLER JOHN R EST OF  
C/O JOHN CHANDLER JR  
3413 W HERNANDEZ ST  
PENSACOLA FL 32505

DABNEY BROOMER JR EST OF 2/4 INT &  
C/O BROWN MINNIE C  
10461 MILLTOWER DR  
RANCHO CORDOVA CA 95670

ENGLISH NED J  
211 ARIOLA AVE  
PENSACOLA FL 32503

FORNEY ROBERT JR  
2015 N 7TH AVE  
PENSACOLA FL 32503

GARDNER JAMES &  
1600 E YONGE ST  
PENSACOLA FL 32503

HALE HOUSTON & CARRIE BELL  
3210 1/2 N ROOSEVELT ST  
PENSACOLA FL 32503

HALE WILLIE &  
3402 N TARRAGONA ST  
PENSACOLA FL 32503

HILL PHINNIE A  
1306 E BAARS ST  
PENSACOLA FL 32503

JOHNSON JAMES H & DELORES  
107 TEXAR DR  
PENSACOLA FL 32503

CALBERT PAT JR  
3206 N MILLER ST  
PENSACOLA FL 32503

COLLIE DOROTHY J  
1261 KRAMER ST  
PENSACOLA FL 32534

DIXON LOWARN & ADA  
4040 GARCON POINT RD  
MILTON FL 32583-9015

WOS PROPERTIES LLC  
PO BOX 422  
MILTON FL 32572

FORTUNE LILLIE I 4/6 INT  
8521 ELBERT ST  
PENSACOLA FL 32514

GIPSON SYLVIA M  
3217 N TARRAGONA  
PENSACOLA FL 32503

HALE MARY J &  
3410 N TARRAGONA ST  
PENSACOLA FL 32503

HARRIS JAMES & GEORGIA B  
3213 N TARRAGONA ST  
PENSACOLA FL 32503

JENKINS LILLIE  
3120 N ROOSEVELT ST  
PENSACOLA FL 32503

JOHNSON WILLIE MAE  
C/O MICHAEL D JOHNSON  
3406 N TARRAGONA ST  
PENSACOLA FL 32503

JONES EDMOND  
3125 N ROOSEVELT ST  
PENSACOLA FL 32503

JONES HOSEA JR &  
3118 N ROOSEVELT ST  
PENSACOLA FL 32503

JORDAN JACQUELINE H  
202 E TEXAR DR  
PENSACOLA FL 32503

KNIGHT STENSON JR  
700 COLLEGE BLVD # E201  
PENSACOLA FL 32504

MCINTOSH VERNON B &  
203 TEXAR DR  
PENSACOLA FL 32503

MCKNIGHT WALTER L & IRMA J  
711 W LLOYD ST  
PENSACOLA FL 32501

MILLER CYNTHIA E &  
2317 SILVERSIDES LOOP  
PENSACOLA FL 32526

MISSION OF TRUE  
6094 CEDARTOWN RD  
MOLINO FL 32577

MONTGOMERY ETHEL  
3010 N 6TH AVE  
PENSACOLA FL 32503

MOORER FRANCES  
3065 BLUE STAR AVE  
PENSACOLA FL 32514

MORGAN ED EST OF  
C/O CARRIE M SOUTHERLAND  
3212 N TARRAGONA ST  
PENSACOLA FL 32503

OLIVER LEO &  
3113 NORTH ROOSEVELT ST  
PENSACOLA FL 32503

PEAKS PAUL S JR 1/2 INT  
C/O OLA MAE PEAKS  
3211 N TARRAGONA ST  
PENSACOLA FL 32503

PENSACOLA HABITAT FOR  
HUMANITY INC  
PO BOX 13204  
PENSACOLA FL 325913204

RILEY MICHAEL A &  
2317 SILVERSIDES LOOP  
PENSACOLA FL 32526-1509

ROBINSON LILLIE REE LAMBERT  
300 BAYOU BLVD # 308  
PENSACOLA FL 32503

ROPER ANNIE MARIE  
3411 1/2 N TARRAGONA ST  
PENSACOLA FL 32503

ROPER EMMA LOUISE  
3411 N TARRAGONA ST  
PENSACOLA FL 32503

S & D INVESTMENT PROPERTIES LLC  
3435 N DR MARTIN LUTHER KING DR  
PENSACOLA FL 32503

SALTER EDWIN S  
PO BOX 422  
MILTON FL 32572

SAN INOCENCIO GLORIA  
8376 TABAID LN  
PENSACOLA FL 32506

SCHOOL BOARD OF ESCAMBIA CO  
215 W GARDEN ST  
PENSACOLA FL 32502

SCOTT SAMUEL A & MARY L  
305 E TEXAR DR  
PENSACOLA FL 32503

SIBERT JOANN H INTER VIVOS  
1416 ALAMANCE CHURCH RD  
GREENSBORO NC 27406

SIMONS WILLIAM A &  
4316 ACACIA DR  
PENSACOLA FL 32503

SIMPKINS ANNIE M EST OF  
C/O DUDLEY SIMPKINS  
200 E TEXAR DR  
PENSACOLA FL 32503

SMALL JOHNNIE BELL 1/8 INT  
204 E TEXAR DR  
PENSACOLA FL 32503

SMALL WILLIAM & MARY JEAN  
3410 N TARRAGONA ST  
PENSACOLA FL 32503

STEWART MARION & JOANN  
3114 N ROOSEVELT ST  
PENSACOLA FL 32503

T L C PROPERTIES INC  
1401 N TARRAGONA ST  
PENSACOLA FL 32501

THOMAS THEYUKA T & NIKKI L  
3218 N TARRAGONA ST  
PENSACOLA FL 32503

WALKER JOHN Q  
820 W BLOUNT ST  
PENSACOLA FL 32501

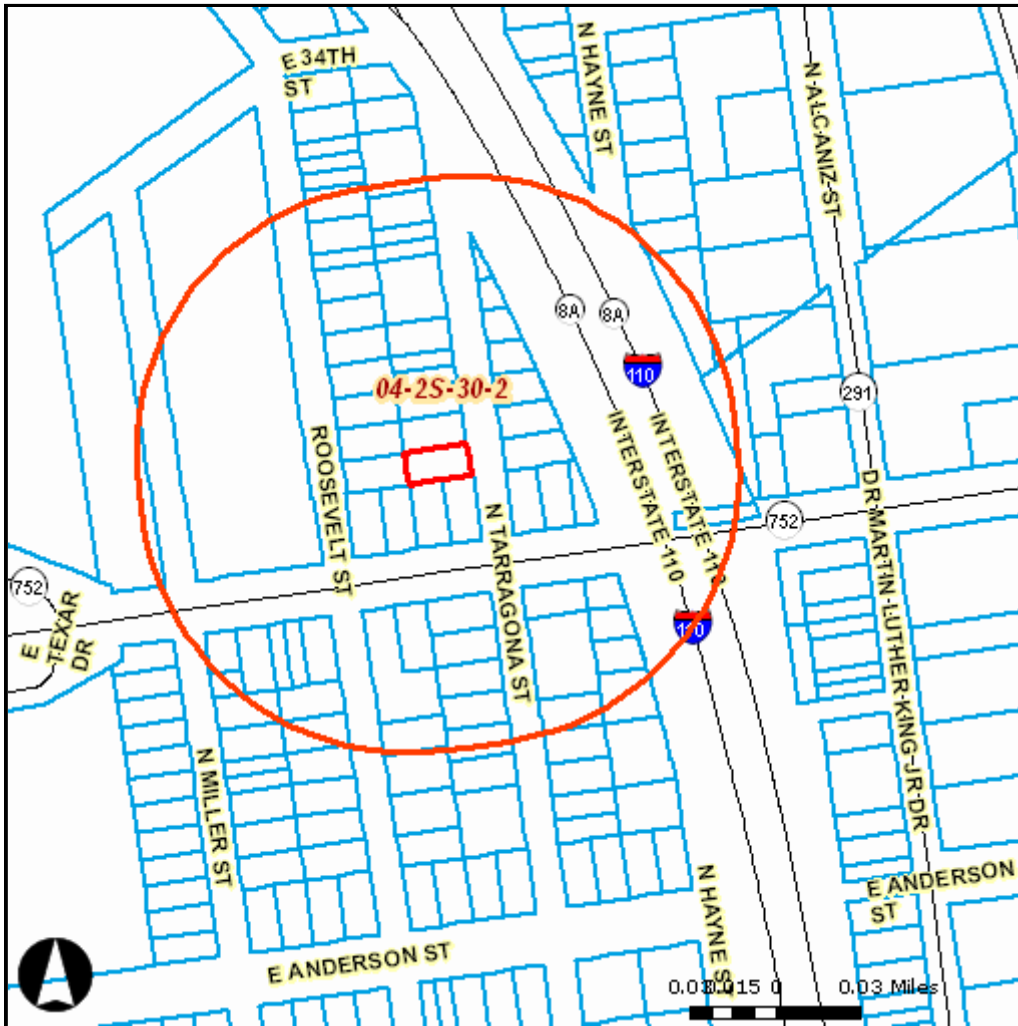
WALKER LEONARD T & CARRIE  
3407 N TARRAGONA ST  
PENSACOLA FL 32503

WILLIAMS ELIZABETH ANN  
8347 CAMINITTI LN  
PENSACOLA FL 32514

WILLIAMS PERCY LIFE EST &  
3214 N ROOSEVELT ST  
PENSACOLA FL 32503

WILLIAMS RUTH V  
2317 SILVERSIDES LOOP  
PENSACOLA FL 32526

# ECPA Map



Map Grid



Property Line



Major Roads

- County Road
- InterState
- State Road
- US Highway

**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES BUREAU  
1190 WEST LEONARD STREET  
Pensacola, FL 32501  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Development Services  
Bureau

T. Lloyd Kerr, AICP  
Bureau Chief

ESCAMBIA COUNTY PLANNING BOARD

Chamber Rules

1. All who wish to speak will be heard.
2. This form must be filled out and given to the Planning Board Clerk in order to be heard.
3. When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
4. You are requested to keep your remarks BRIEF and FACTUAL.
5. Both sides of an issue will be granted uniform time to speak, normally 3-5 minutes.
6. Should there be a need for information to be handed out, the procedure is:
  - A. Copies are given to the Clerk for distribution
  - B. Clerk distributes copies to the Board members and staff (13 copies are needed in total)
  - C. One copy is placed in the official meeting file

Please Print Clearly

Name: Leonard Walker Phone: 912-8801  
 Address: 3407N Tarragona City, State, Zip: 32503  
 Agenda Item: \_\_\_\_\_ Date: Dec. 13, 2010  
 Rezoning Case #: Z-2010-19  In Favor  Against

\*\*\*\*\*  
 OFFICE USE ONLY:  
 Further staff action required: \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Comments: \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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  - A. Copies are given to the Clerk for distribution
  - B. Clerk distributes copies to the Board members and staff (13 copies are needed in total)
  - C. One copy is placed in the official meeting file

Please Print Clearly

Name: Della Cause Phone: 850-433-6884  
 Address: 2948 Rhythm St City, State, Zip: PENSACOLA FL 32505  
 Agenda Item: REZONING Date: 12-13-10  
 Rezoning Case #: I-2010-19  In Favor  Against

\*\*\*\*\*  
OFFICE USE ONLY:

Further staff action required:  Yes  No

Comments: need to know the reason.

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Claudia Wysocki** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a legal advertisement in the matter of:

**Notice of Public Hearing**

Was published in said newspaper in the issue(s) of:

November 24, 2010

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me 24<sup>th</sup> Day of November, 2010, by **Claudia Wysocki** who is personally known to me.

Claudia Wysocki Affiant

[Signature] Notary Public

**NOTICE OF PUBLIC HEARING  
BEFORE THE ESCAMBIA COUNTY PLANNING BOARD**

The Escambia County Planning Board, sitting as the Local Planning Agency, will hold a quasi-judicial public hearing at **8:30 a.m., Monday, December 13, 2010 in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida**, to consider the following rezoning request(s) under Part III of the Escambia County Code of Ordinances, the Land Development Code:

**Case No.: Z-2010-18**  
Location: 300 Beverly Parkway  
From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density, (25 du/acre)  
To: C-2, General Commercial and Light Manufacturing District (cumulative), (25 du/acre)

**Case No.: Z-2010-19**  
Location: 3407 N. Tarragona St  
From: R-3, One-family and Two-Family District (cumulative), Medium Density, (10 du/acre)  
To: R-5, Urban Residential/Limited Office District (cumulative) High Density, (20 du/acre)

The Planning Board will make a recommendation on the rezoning request(s) which will be considered by the Board of County Commissioners at a subsequent quasi-judicial public hearing for final decision.

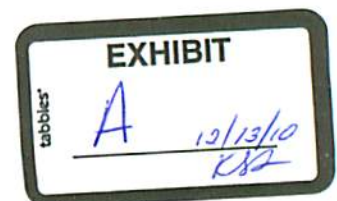
**To reserve your right to address the rezoning request(s) at the hearing before the Board of County Commissioners, you must be present and give testimony on the record at the hearing before the Planning Board.**

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator to the County Administrator at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Bureau at 595-3475 or 3363 West Park Place, Pensacola, FL.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Legal No. 1497959 1T November 24, 2010

**GRANT PAQUIN**  
Notary Public, State of Florida  
My Commission Expires May 31, 2014  
Commission No. DD995828







## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 2.

### Growth Management Report

**Date:** 01/06/2011

**Issue:** 5:45 p.m. – Thursday, January 6, 2011 – Public Hearing – Amendment to the Official Zoning Map

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

---

### Information

#### **RECOMMENDATION:**

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 13, 2010 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

#### **BACKGROUND:**

Rezoning cases Z-2010-18 and Z-2010-19 were heard by the Planning Board on December 13, 2010. 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 Ordinance is coordinated with the County Attorney's Office, the Development Services Bureau and interested citizens. The Development Services Bureau will ensure proper advertisement.

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**Attachments**

Map Ordinance\_Draft

ORDINANCE NUMBER 2011-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, 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 (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, 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.

<b>Case No.:</b>	<b>Z-2010-18</b>
Location:	300 Beverly Parkway
Property Reference No.:	46-1S-30-2001-001-037
Property Size:	0.34 (+/-) acres
From:	R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category:	MU-1, Mixed Use 1 & C, Commercial

<b>Case No.:</b>	<b>Z-2010-19</b>
Location:	3407 N Tarragona Street
Property Reference No.:	04-2S-30-6001-005-021
Property Size:	0.16 (+/-) acres
From:	R-3, One-family and Two-family District (cumulative) Medium Density (10 du/acre)
To:	R-5, Urban Residential/Limited Office District (Cumulative) High Density (20 du/acre)
FLU Category:	C, Commercial

**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 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** by the Board of County Commissioners of

Escambia County Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Public Hearing Item #: 3.**

**Growth Management Report**

**Date:** 01/06/2011

**Issue:** 5:46 p.m. – Thursday, January 6, 2011 – Public Hearing – LDC Ordinance –  
Articles 2 & 3 “Spot Zoning”

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

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**Information**

**RECOMMENDATION:**

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 2 “Administration,” to amend the language describing what constitutes “spot zoning”; and amending Article 3 “Definitions,” to add a definition for “spot zoning.”

**BACKGROUND:**

This Ordinance was created by County Planning staff after it became apparent that the County needs to amend the language for what constitutes “spot zoning” and also needs to define “spot zoning” in the LDC. Regarding to rezoning cases, staff has noticed several instances where it is unclear to rezoning applicants/agents as to what “spot zoning” means and how it should be implemented throughout the County rezoning process. Staff has developed the proposed Ordinance addressing these issues allowing the rezoning process to move forward more efficiently.

The Planning Board reviewed and recommended approval of the Ordinance at the November 8, 2011 meeting.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

**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:**

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 in cooperation with the Development Services Bureau and the County Attorney's Office. The Development Services Bureau will ensure proper advertisement.

---

**Attachments**

Legal Approval; Ordinance Draft 2A; Ordinance (clean copy); PB Summary Minutes

**5:46pm BCC LDC Ordinance**

**Art. 2 & 3 “Spot Zoning”**

**Legal Approval**

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 2 & 3 'Spot Zoning' LDC Ordinance Draft 2A

Date: 12/06/10

Date requested back by: 12/13/10

Requested by: Allyson Cain (PM: David Forte)

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: Dec. 6, 2010

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*See my email from Dec 6, 2010.*



**From:** [Allyson Cain](#)  
**To:** [David V. Forte](#)  
**Subject:** FW: spot zoning ordinance  
**Date:** Tuesday, December 07, 2010 8:30:43 AM

---

Steve's comments

---

**From:** Stephen G. West  
**Sent:** Monday, December 06, 2010 4:26 PM  
**To:** Allyson Cain  
**Cc:** Brenda J. Spencer  
**Subject:** RE: spot zoning ordinance

**Allyson:**

In section 2.08.02.D.7.a., "therefore" should not be hyphenated. The hyphen was inserted as part of the formatting when the original ordinance was codified.

Also, note that the definition of spot zoning is well developed in the Florida caselaw. As such, there is no need to define spot zoning in the LDC, and I certainly would not recommend that the County attempt this. While it is legal for the County to create its own unique definition, this will inevitably cause more problems than it resolves.

Subject to the above, I approve the ordinance as to form and legal sufficiency.

---

**From:** Allyson Cain  
**Sent:** Monday, December 06, 2010 10:17 AM  
**To:** Stephen G. West  
**Cc:** Brenda J. Spencer  
**Subject:** spot zoning ordinance

Good morning!

I sent you the legal review form and the ordinance for spot zoning a couple of weeks ago and I realize you probably have not had a chance to review. If we could receive this back from you by the end of this week, it would meet or schedule.

Thank you and hope you have a good week.

*Allyson Cain, Planner II  
Long Range Planning Division  
Development Services Bureau  
595-3547*

*Escambia County is striving to maintain a high level of Customer Service and we would love to hear about your experience with us. Please complete the attached customer service survey and fax it to 595-3481.*

**5:46pm BCC LDC Ordinance**  
**Art. 2 & 3 “Spot Zoning”**  
**Ordinance Draft 2A**

ORDINANCE NUMBER 2011- \_\_\_\_\_

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2, "ADMINISTRATION," SECTION 2.08.02 TO AMEND THE LANGUAGE DESCRIBING WHAT CONSTITUTES "SPOT ZONING"; AND AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 TO DEFINE "SPOT ZONING"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

*WHEREAS, the intent of this Ordinance is to define "spot zoning" for clarity purposes, particularly when dealing with rezoning cases.*

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

**Section 1.** Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 2, "Administration", Section 2.08.02.d.7.b, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**2.08.02. Quasi-judicial rezonings.**

*D. Notice and public hearing.*

7. An applicant for a proposed rezoning has the burden of proving 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.

Upon the applicant proving the proposed rezoning complies with these criteria, the planning board shall recommend approval of the rezoning request to the board of county commissioners unless the planning board determines that there is substantial, competent evidence that maintaining the current zoning designation accomplishes a legitimate public purpose. For purposes of this section, a legitimate public purpose shall include but not be limited to preventing the following or as may be determined by law from time to time:

1 a. The proposed rezoning and the development permitted  
2 there-under is premature or otherwise creates or contributes  
3 to an urban sprawl pattern of development;

4  
5 b. The proposed rezoning will constitute "spot zoning," that is  
6 an isolated zoning district that ~~is unrelated to~~ may be  
7 incompatible with the adjacent and nearby zoning districts  
8 and uses;

9  
10 **Section 2.** Part III of the Escambia County Code of Ordinances (1999) the Land  
11 Development Code of Escambia County, Article 3, "Definitions", Section 3.02.00,  
12 is hereby amended as follows (words underlined are additions and words  
13 ~~stricken~~ are deletions):

14  
15 **3.02.00. Terms defined.**

16  
17 Spot zoning. Rezoning of a lot or parcel of land that will create an isolated zoning  
18 district that may be incompatible with the adjacent and nearby zoning districts  
19 and uses.

20  
21 **Section 3. Severability.**

22  
23 If any section, sentence, clause or phrase of this Ordinance is held to be invalid  
24 or unconstitutional by any Court of competent jurisdiction, then said holding shall  
25 in no way affect the validity of the remaining portions of this Ordinance.

26  
27 **Section 4. Inclusion in Code.**

28  
29 It is the intention of the Board of County Commissioners that the provisions of  
30 this Ordinance shall be codified as required by 125.68, Fla. Stat. (2010); and that  
31 the sections, subsections and other provisions of this Ordinance may be  
32 renumbered or relettered and the word "ordinance" may be changed to "section,"  
33 "article," or such other appropriate word or phrase in order to accomplish such  
34 intentions.

35  
36 **INTENTIONALLY LEFT BLANK**

# DRAFT

1 **Section 5. Effective Date.**

2  
3 This Ordinance shall become effective upon filing with the Department of State.

4  
5 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

6  
7 **BOARD OF COUNTY COMMISSIONERS**  
8 **OF ESCAMBIA COUNTY, FLORIDA**

9  
10 **By:** \_\_\_\_\_  
11 **Kevin W. White, Chairman**

12  
13 **ATTEST: ERNIE LEE MAGAHA**  
14 **Clerk of the Circuit Court**

15  
16 **By:** \_\_\_\_\_  
17 **Deputy Clerk**

18  
19 **(SEAL)**

20  
21 **ENACTED:**

22  
23 **FILED WITH THE DEPARTMENT OF STATE:**

24  
25 **EFFECTIVE DATE:**

**5:46pm BCC LDC Ordinance**  
**Art. 2 & 3 “Spot Zoning”**  
**Ordinance (clean copy)**

ORDINANCE NUMBER 2011- \_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2, "ADMINISTRATION," SECTION 2.08.02 TO AMEND THE LANGUAGE DESCRIBING WHAT CONSTITUTES "SPOT ZONING"; AND AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 TO DEFINE "SPOT ZONING"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

*WHEREAS, the intent of this Ordinance is to define "spot zoning" for clarity purposes, particularly when dealing with rezoning cases.*

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

**Section 1.** Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 2, "Administration", Section 2.08.02.d.7.b, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

***2.08.02. Quasi-judicial rezonings.***

*D. Notice and public hearing.*

7. An applicant for a proposed rezoning has the burden of proving 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.

Upon the applicant proving the proposed rezoning complies with these criteria, the planning board shall recommend approval of the rezoning request to the board of county commissioners unless the planning board determines that there is substantial, competent evidence that maintaining the current zoning designation accomplishes a legitimate public purpose. For purposes of this section, a legitimate public purpose shall include but not be limited to preventing the following or as may be determined by law from time to time:

a. The proposed rezoning and the development permitted there-under is premature or otherwise creates or contributes to an urban sprawl pattern of development;

b. The proposed rezoning will constitute "spot zoning," that is an isolated zoning district that ~~is unrelated to~~ may be incompatible with the adjacent and nearby zoning districts and uses;

**Section 2.** Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 3, "Definitions", Section 3.02.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

**3.02.00. Terms defined.**

Spot zoning. Rezoning of a lot or parcel of land that will create an isolated zoning district that may be incompatible with the adjacent and nearby zoning districts and uses.

**Section 3. 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 4. 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 125.68, Fla. Stat. (2010); 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 5. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

**ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court**

By: \_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

**5:46pm BCC LDC Ordinance**  
**Art. 2 & 3 “Spot Zoning”**  
**Planning Board Summary Minutes**

**SUMMARY OF THE  
ESCAMBIA COUNTY PLANNING BOARD  
REGULAR MEETING  
HELD ON NOVEMBER 8, 2010  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, FIRST FLOOR  
PENSACOLA, FLORIDA**

**(8:32 A.M. – 10:55 A.M.)**

**MEMBERS PRESENT:** Wayne Briske, Chair  
Tim Tate, Vice Chair  
Steven Barry  
Dorothy Davis  
Vann Goodloe  
Karen Sindel (arrived @ 9:05 a.m.)  
Alvin Wingate  
Patty Hightower, School Board Representative (non-voting)  
Bruce Stitt, Navy Representative (non-voting)

**STAFF PRESENT:** Stephen West, Assistant County Attorney  
T. Lloyd Kerr, Bureau Chief, Development Services  
Horace Jones, Division Manager, Development Review  
Andrew Holmer, Senior Planner, Development Review  
Allyson Cain, Planner II, Projects & Comprehensive Planning  
John Fisher, Planner II, Development Review  
David Forte, Planner I, Projects & Comprehensive Planning  
Lynette Harris, Urban Planner I, Projects & Comprehensive Planning  
Karen Spitsbergen, SOSA, Development Review

**8:32 AM Quasi-Judicial Meeting Convened**

1. The meeting was called to order at 8:32 a.m. with 6 voting members present.
2. Invocation and pledge was given by Wingate.
3. Proof of Publication was given by David Forte.
4. Rezoning Public Hearings

<b>A. Case No.:</b>	<b>Z-2010-12</b>
Location:	3010 North F Street (18-2S-30-6000-001-058)
From:	R-4, Multiple-family District (cumulative), Medium-High Density (18 du/acre)
To:	R-5, Urban Residential/Limited Office District (cumulative) High Density, (20 du/acre)
Requested by:	Tinnie Bonner McCants, Owners

Speakers: Tinnie Bonner McCants, Owner  
David Forte

**Motion was made by Tate, seconded by Davis and passed unanimously (6-0) to recommend approval of the R-5 request.**

**B. Case No.: Z-2010-13**  
Location: 4606 W Jackson Street (34-2S-30-0201-006-010)  
From: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)  
To: C-1, Retail Commercial District, (cumulative) (25 du/acre)  
Requested by: M. D. French, Owners  
Speakers: M.D. French, Owner  
David Forte

**Motion was made by Davis, seconded by Wingate, and passed unanimously (6-0) to recommend approval of the C-1 request.**

**C. Case No.: Z-2010-14**  
Location: 9015 Fowler Ave (10-1S-30-1101-124-002)  
From: R-3, One-family and Two-family District, (cumulative) Medium Density (10 du/acre)  
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)  
Requested by: Jennifer Bell, Agent  
Speakers: Jennifer Bell, Agent  
David Forte

**Motion was made by Goodloe, seconded by Tate, and passed unanimously (6-0) to recommend approval of the R-5 request.**

**D. Case No.: Z-2010-15**  
Location: 306 Beverly Parkway (46-1S-30-2001-002-037)  
From: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)  
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)  
Requested by: Tom Hammond, Agent

Speakers: Tom Hammond, Agent  
David Forte

**Motion was made by Barry, seconded by Wingate, and passed unanimously (6-0) to recommend approval of the C-1 request.**

**E. Case No.: Z-2010-16**  
Location: 165 Chaseville Street (38-2S-30-3000-000-001)  
Overlay: C-3(OL) Warrington Commercial Overlay District  
From: C-1, Retail Commercial District, (cumulative)  
(25 du/acre)  
To: C-2, General Commercial and Light  
Manufacturing District, (cumulative) (25 du/acre)  
Requested by: Tom Hammond, Agent  
Speakers: Tom Hammond, Agent  
Keith Wilkins, Deputy Bureau Chief, Community  
and Redevelopment Agency  
David Forte

**Motion was made by Tate, seconded by Davis, and passed unanimously (6-0 {Barry abstaining due to conflict of interest}) to accept applicant's compatibility analysis for approval of locational criteria, amending staff's findings on criterion 2, the request is consistent with the Land Development Code and recommend approval of the C-1 request.**

**F. Case No.: Z-2010-17**  
Location: 7422 Pine Forest Road (24-1S-31-1301-000-011)  
From: R-6 Neighborhood Commercial and Residential  
District, (cumulative) High Density (25 du/acre)  
To: C-1, Retail Commercial District, (cumulative)  
(25 du/acre)  
Requested by: Buddy Page, Agent  
Speakers: Buddy Page, Agent  
David Forte

**Motion was made by Davis, seconded by Tate, and passed unanimously (7-0) to recommend approval of the C-1 request.**

**9:30 AM Quasi-Judicial Meeting Adjourned  
9:36 AM Regular Meeting Convened**

3. Board Minutes

- A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Summary Minutes of the October 11, 2010 Planning Board Meeting.

**Motion was made by Goodloe, seconded by Tate and passed unanimously (7-0) to approve the meeting minutes.**

- B. Planning Board Monthly Action Follow-up Report for November 2010.

- C. Planning Board 6-Month Outlook for November 2010.

5. Public Hearings

- A. **LDC Ordinance – Article 2 & 3 “Spot Zoning” presented by David Forte, Urban Planner I, Projects & Comprehensive Planning**

**Recommendation:** That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 2 “Administration,” to amend the language describing what constitutes “spot zoning”; and amending Article 3 “Definitions,” to add a definition for “spot zoning.”

**Motion was made by Barry, seconded by Tate and passed unanimously (7-0) to waive the reading of the legal advertisement of the ordinance.**

**Motion was made by Sindel, seconded by Tate, and passed unanimously (7-0) to recommend approval for adoption the ordinance with the recommended changes:**

**Changing “is” on line 6 and line 17, pg. 2 to “may be”  
Adding “and uses” on line 7 and line 17, pg. 2**

6. Bureau Chief’s Report

Mr. Kerr gave a brief update on the status of the EAR Based amendments and the LDC revisions.

8. County Attorney’s Report

Mr. West acknowledged there will be some ex parte communication that will have to be recorded at the next meeting regarding the potential rezoning on Beverly Parkway submitted by Mr. Hammond due to his mentioning it in the case heard this morning as well as Mr. Page mentioning potential cases for Tom Thumb in the future.

9. Scheduling of Future Meetings

- A. The next Regular Planning Board meeting is scheduled for **Monday, December 13, 2010** at 8:30 a.m., in the Escambia County Central Office Complex, Board Meeting Room, Room 104, 3363 West Park Place, Pensacola, Florida.

11. Announcements/Communications

12. Adjournment

**10:55 AM – Regular Board Meeting Adjourned**

Errata Sheet  
Art. 2 & 3 'Spot Zoning'

1. Page 2, line 8 - **after** and uses **add** ", or as spot zoning is otherwise defined by Florida law"
2. Page 2, line 19 - **after** and uses **add** ", or as spot zoning is otherwise defined by Florida law"





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Consent Item #: 1.**

**Growth Management Report**

**Date:** 01/06/2011  
**Issue:** Schedule of Public Hearings  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

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**Information**

**RECOMMENDATION:**

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

**A. Thursday, January 20, 2011**

1. 5:45 p.m. - Public Hearing - Compliance Agreement with the Florida Department of Community Affairs regarding the EAR Based Amendments to the Escambia County Comprehensive Plan.
2. 5:46 p.m. - Public Hearing - Comprehensive Plan Evaluation & Appraisal Report (EAR) Based Amendments Adoption Hearing Remedial Amendments.

**B. Thursday, February 3, 2011**

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on January 10, 2011.

**Case No.:** Z-2011-01  
**Location:** 300 Highway 95-A  
**Property Reference No.:** 14-1N-31-1004-001-004  
**Property Size:** 13.3 (+/-) acres  
**From:** VM-1, Villages Mixed Residential/Commercial District  
(gross density for residential uses 4 du/per acre)  
**To:** GBD, Gateway Business District  
**FLU Category:** I, Industrial & MU-6, Mixed-Use 6  
**Commissioner District:** 5  
**Requested by:** Wiley C. "Buddy" Page, Agent for Universal Fabricators, Inc.

2. 5:46 p.m. - Public Hearing - LDC Ordinance - Articles 3 & 6 "Wind Turbines"
-

**AI-264**

**Item #: 9.**

**BCC Regular Meeting**

**Date:** 01/06/2011

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**Information**

**SUBJECT:**

County Administrator's Report

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**Attachments**

County Administrator's Report

COUNTY ADMINISTRATOR'S REPORT  
January 6, 2011

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Maywood Avenue - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board authorize the scheduling and advertising of a Public Hearing for February 3, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Maywood Avenue (25 feet x approximately 565 feet = 14,125 square feet or 0.32 acres), as petitioned by the School Board of Escambia County (the School Board).

2. Recommendation Concerning the Property Exchange with the Emerald Coast Utilities Authority - Fayal Drive - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the property exchange with the Emerald Coast Utilities Authority - Fayal Drive:

A. Adopt a Resolution authorizing the conveyance of a drainage Easement to the Emerald Coast Utilities Authority (ECUA) over the northern shoulder of the western portion of Fayal Drive in exchange for a Deed from ECUA to the eastern portion of Fayal Drive, subject to a drainage Easement retained in favor of ECUA; and

B. Authorize the Chairman to execute all documents, subject to Legal review and sign-off, necessary to complete the property exchange with ECUA.

3. Recommendation Concerning the District Three appointee to the Escambia County Mass Transit Advisory Committee - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the District Three appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Confirm the appointment of Ira L. Jones as the District Three representative to the Escambia County Mass Transit Advisory Committee, with the term of the appointment to be effective January 6, 2011, and to run concurrent with the term of Commissioner Marie Young; and

B. Request the County Administrator's Office to provide a letter of appreciation to Sr. Chaplain Freddie Augustine for his service.

4. Recommendation Concerning Public Hearing Request - Fund Balance Carry Forwards - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize the scheduling and advertising of a Public Hearing on January 20, 2011, at 5:34 p.m., to amend the Fiscal Year 2010/2011 Budget to include the fund balance carry forwards.

5. Recommendation Concerning the Disposition of Surplus County Property from the Community & Environment Bureau - Sandra P. Jennings, P. E., Community & Environment Bureau Chief

That the Board approve the four Requests for Disposition of Property indicating 12 items, (i.e. computers, tractors and various other equipment), all of which are described and listed on the Request Forms with reasons for disposition stated on each. The items are to be auctioned as surplus or properly disposed of.

6. Recommendation Concerning the Florida State Legislature's Honorary Designation of the Section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway as "Perdido Key Parkway" - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the Florida State Legislature's honorary designation of the section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway as "Perdido Key Parkway":

A. Adopt the Resolution that states the Board's support of the honorary designation of "Perdido Key Parkway" for the section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway; and

B. Authorize the Chairman to execute the Resolution.

7. Recommendation Concerning Scheduling and Advertising First of Two Public Hearings Designating 7220 North Palafox Street as a Brownfield Area - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board authorize the scheduling and advertising the first of two Public Hearings on January 20, 2011, at 5:33 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating 7220 North Palafox Street as a Brownfield area within Escambia County, for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; and providing for an effective date.

## II. Budget/Finance Consent Agenda

### 1. Recommendation Concerning Enterprise Agreement with Microsoft Corporation - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation:

A. Approve the Microsoft Enterprise Enrollment, State and Local Amendment, which authorizes the termination of the current three-year Microsoft Enterprise Agreement (Enrollment Number 8568879), approved by the Board on September 18, 2008, and authorizes a new enrollment, with an effective date of November 1, 2010;

B. Approve the Enterprise Enrollment (Indirect) State and Local, Microsoft Business Agreement Number U0275474;

C. Authorize the County to piggyback off the Florida State Contract 252-001-09-1 and award a Purchase Order, in the amount of \$181,086, to SHI as the authorized reseller for Microsoft Corporation;

D. Approve and authorize the County Administrator to execute the Purchase Order, with not-to-exceed second and third year payments of \$200,000; and

E. Authorize the Chairman to execute all documents related to the termination and acceptance of the Enterprise Agreements with Microsoft Corporation.

[Funding: Fund 001, General Fund, Cost Center 140101 Information Technology - \$181,086]

### 2. Recommendation Concerning Supplemental Budget Amendment #69 - Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc. - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #69, General Fund (001), in the amount of \$5,331,309, to recognize funds received from a Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc., and to appropriate these funds in the current year's Budget.

### 3. Recommendation Concerning Supplemental Budget Amendment #70 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #70, CRA Expendable Trust Fund (151) and the General Fund (001), to recognize a decrease, in the amount of \$9,286, in the General Fund transfer to the Community Redevelopment Agency - Tax Increment Finance (CRA-TIF) Districts in Escambia County and appropriate this decrease among the County's Five CRA-TIF Districts. This adjustment reflects the difference in the amount budgeted for the five County TIF Districts, the City of Pensacola TIF Districts, and the amount collected from property taxes.

4. Recommendation Concerning Supplemental Budget Amendment #71 - Jones Swamp Tree Harvesting - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #71, Escambia County Restricted Fund (101), in the amount of \$17,926, to recognize proceeds from the sale of surplus timber from tree harvesting and to appropriate these funds to be used for maintenance costs at the Jones Swamp Wetland Preserve.

5. Recommendation Concerning Supplemental Budget Amendment #80 - State Homeland Security Grant Program Sub-recipient Agreement - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #80, Other Grants and Projects Fund (110), in the amount of \$69,295, to recognize proceeds from a State of Florida Homeland Security Grant Program and to appropriate these funds to be used for continued training for team members and upkeep of equipment for the Urban Search & Rescue and Hazardous Material Teams.

6. Recommendation Concerning Amendment #1 to the Contract between the State of Florida and Escambia County - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board approve Amendment #1 to the Contract between the State of Florida, Department of Revenue and Escambia County, increasing the total Contract by \$10,000, to allow additional reimbursement from the State for services of process. This Amendment will allow the County to receive an additional \$10,000 in reimbursements from the State of Florida.

7. Recommendation Concerning Contract Assignment for Escambia County Sector Plan, PD 06-07.043 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Contract PD 06-07.043, Escambia County Sector Plan:

A. Authorize the assignment of Contract PD 06-07.043, Escambia County Sector Plan, originally awarded to MSCW, Inc., to Vanassee Hangen Brustlin, Inc., in accordance with the terms and conditions of the Contract; and

B. Authorize the Chairman to sign the Assignment of Agreement.

[Funding: Fund 001, General Fund, Cost Center 240206]

8. Recommendation Concerning Cantonment Athletic Park Expansion - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.006, Cantonment Athletic Park Expansion, to Roads, Inc., of NWF, for a total amount of \$492,197.50. [Funding: Fund 352 LOST III, Cost Center 210802, Object Code 56301, Project No. 11PR0965]

9. Recommendation Concerning the Release of Three County Liens at 13 Linda Street - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action to assist Pensacola Habitat for Humanity, Inc., in the purchase of real property at 13 Linda Street, Account Number 07-2955-000, Reference Number 35-2S-30-6000-009-004:

A. Authorize release of two Municipal Services Benefit Unit (MSBU) Liens from 1998 and 1999, recorded in Official Records Book 4316, at Page 1650, and Official Records Book 4451, at Page 1275, respectively, in the total amount of \$516.60, and the 2010 Nuisance Abatement Lien, in the amount of \$258.59, recorded in Official Records Book 6557, at Page 1626, of the Public Records of Escambia County, Florida; and

B. Habitat for Humanity, Inc., will pay for the resolution and recording fees related to these Liens and will receive approval from the County of the design for any structure to be constructed prior to the County's release of Liens.

10. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2010 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2010 Homeland Security Grant Program award, allocating to Escambia County a Grant in the amount of \$62,997, for the period of August 1, 2010, through January 31, 2013:

A. Approve the FDEM Award Letter allocating funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459, Domestic Security Grant;

B. Authorize the Chairman to sign the Grant Award Letter; and

C. Authorize the County Administrator to execute the subsequent Grant Agreement.

11. Recommendation Concerning Issuance of a Purchase Order on Contract PD 05-06.048, Purchase of Ambulances – Michael D. Weaver, Public Safety Bureau Chief

That the Board authorize the issuance of a Purchase Order to Horton Emergency Vehicles, in the amount of \$609,984, on Contract PD 05-06.048, "Purchase of Ambulances", for the purchase of three 2011 Navistar ambulances, Model 603A. [Funding Source: Fund 352 – LOST III, Project No. 08PS0028 – Ambulances, Cost Center 330435, Account 56401]

12. Recommendation Concerning the County's Acceptance of Property for Road Rights-of-Way and Drainage Improvements on Nicholson Drive - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning acquisition of property by donation for road rights-of-way and drainage improvements on Nicholson Drive:

A. Authorize staff to negotiate and resolve any matters related to, or associated with the acquisition of property by donation for road rights-of-way and Easements, located on or adjacent to Nicholson Drive, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;

B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for road rights-of-way and drainage Easements, and the County benefits from these acquisitions because they facilitate the installation of road and drainage improvements, which will result in a more efficient and safer roadway, which will enhance the quality of life for the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the acquisition of these properties; which includes, but is not limited to, a title search, documentary stamp tax and recording of documents; and

D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Deeds or 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, subject to Legal review and sign-off.

[Funding Source: Fund 351, LOST II, Account 210105/56101/56301, Project #05EN1605, "Nicholson Drive"]



13. Recommendation Concerning General Paving, Drainage, and Resurfacing Pricing Agreement 2010 - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board authorize the issuance of individual or Blanket Purchase Orders, per PD 07-08.134, "General Paving, Drainage, and Resurfacing Pricing Agreement", in accordance with Chapter 46 of the Escambia County Code of Ordinances, to the following list of contractors in Fiscal Year 2010/2011, to be issued for the Public Works Bureau - Infrastructure/Engineering Division, not to exceed \$2,000,000 in total:

APAC Mid-South, Inc.  
Gulf Atlantic Constructors, Inc.  
Panhandle Grading and Paving, Inc.  
Pensacola Concrete Construction Co.  
Roads, Inc., of NWF  
Starfish, Inc., of Alabama

[Funding Source: Fund 001, "General Fund", Account 211106/56301 - Santa Rosa Island Drainage Improvements]

14. Recommendation Concerning the Purchase of Real Property Located at 1664 Eagle Terrace, in Brookhollow Subdivision from Ronald E. and Theresa Maloy Schaefer - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action regarding the purchase of a parcel of real property located at 1664 Eagle Terrace, in Brookhollow Subdivision (approximately 0.58 acres) from Ronald E. and Theresa Maloy Schaefer:

A. Authorize the purchase of a parcel of real property (approximately 0.58 acres) from Ronald E. Schaefer and Theresa Maloy Schaefer, for the appraised value of \$37,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the purchase, without further action of the Board.

[Funding Source: Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455]

15. Recommendation Concerning the Purchase of Real Property Located in the 1700 Block of Eagle Street in Brookhollow Subdivision from Pensacola Bar and Harbor Pilots, Inc. - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action regarding the purchase of three parcels of real property (totaling approximately 1.08 acres) located in the 1700 Block of Eagle Street, in Brookhollow Subdivision from Pensacola Bar and Harbor Pilots, Inc.:

A. Authorize the purchase of three parcels of real property (totaling approximately 1.08 acres) from Pensacola Bar and Harbor Pilots, Inc., for the appraised value of \$80,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the purchase, without further action of the Board.

[Funding Source: Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455]

16. Recommendation Concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for Funding (not to exceed \$550,000), for Construction of Paved Shoulders on 2nd Street between Interbay Avenue and Barrancas Avenue (SR-292) - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for funding (not to exceed \$550,000), for construction of paved shoulders on 2nd Street between Interbay Avenue and Barrancas Avenue (SR-292):

A. Approve the State of Florida Department of Transportation, Local Agency Program (LAP) Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County, for a design of paved shoulders on 2nd Street, between Interbay Ave and Barrancas Avenue (SR-292);

B. Adopt the Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement and Resolution for this project.

[Funding: The reimbursement from FDOT to the County will take place over a three-year period. This is due to the box funding being allocated as such: current Fiscal Year \$125,000; FY 2011-12 \$125,000; FY 2012-13 \$300,000]

17. Recommendation Concerning a Railroad Reimbursement Agreement to Improve the Alabama Gulf Coast Railway, LLC, Railroad Crossing Controls Located on Arthur Brown Road - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning a Railroad Reimbursement Agreement to improve the Alabama Gulf Coast Railway, LLC, (A&GCR) railroad crossing controls located on Arthur Brown Road:

A. Adopt the Resolution that authorizes the County to enter into the Agreement with the State of Florida Department of Transportation (FDOT) and A&GCR;

B. Approve the Railroad Reimbursement Agreement between the State of Florida Department of Transportation, Alabama Gulf Coast Railway, LLC, and Escambia County, Florida, that specifies FDOT will fund the \$250,000, estimated cost to improve the railroad crossing controls on Arthur Brown Road, at the A&GCR crossing, in the Walnut Hill area, and further specifies A&GCR and the County will equally share the \$3,146, annual maintenance cost for the crossing controls; and

C. Authorize the Chairman or Vice Chairman to execute the Resolution and the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Account 270201/54601]

18. Recommendation Concerning Brent Park Beautification & Restoration 2010 Project - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with BBYSA, Inc.:

A. Approve the Agreement and award a Neighborhood Renewal Initiative Grant, in the maximum amount of \$500, for the Brent Park Beautification and Restoration 2010 Project, sponsored by BBYSA, Inc., located in the Palafox Community Redevelopment Area; and

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

[Funding: Fund 129/2009 CDBG, Cost Center 220410]

19. Recommendation Concerning Escambia County Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement with Florida Fish and Wildlife Commission (FWC) – Grant No. 10263 - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning the Escambia County Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement with the Florida Fish and Wildlife Conservation Commission (FWC) – Grant No. 10263:

A. Approve the Grant Agreement between Escambia County Board of County Commissioners and FWC, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount of \$53,000, from the date of execution through December 30, 2012; and

B. Authorize the Chairman to execute the Agreement and any documents related to acceptance, execution, reporting, and amendments to this Grant, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants & Projects; Cost Center/Revenue Code – TBD at time of Supplemental Budget Amendment]

20. Recommendation Concerning Interlocal Agreement with Santa Rosa County for Permitted Artificial Reef Sites - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning an Interlocal Agreement between the County and Santa Rosa County for permitted artificial reef sites:

A. Approve the Interlocal Agreement allowing Santa Rosa County to contribute appropriate reef materials and monetary compensation towards management of the artificial reef construction, for the purpose of enhancing the County's existing artificial reef sites; and

B. Authorize the Chairman to execute the Interlocal Agreement and any documents related to acceptance, without further action of the Board.

[Funding: Fund 108, Tourist Promotion Fund, Revenue Account TBD (new) – (\$1,000 minimum)]

21. Recommendation Concerning a Purchase Order to Thompson Tractor Company, Inc., for One Caterpillar D3K LGP Track Type Tractor, in the Amount of \$81,967. for Solid Waste Management - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board authorize the County to Piggyback off the National Joint Powers Alliance (NJPA) Contract IFB# 092409, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions: and Section 46-64, Board approval, and award a Purchase Order to Thompson Tractor Company, Inc., for one Caterpillar D3K LGP Track Type Tractor, in the amount of \$81,967, for Solid Waste Management. [Funding: Fund 401, Solid Waste Fund, Cost Center 220603]

22. Recommendation Concerning Agreement for Operation of Job Access and Reverse Commute and New Freedom Programs - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the Agreement for operation of Job Access and Reverse Commute and New Freedom Programs:

A. Approve the Agreement between Escambia County and the Transportation Planning Organization for Operation of Job Access and Reverse Commute and New Freedom Programs; and

B. Authorize the Chairman to execute the Agreement and all related documents.

[Funding: Fund 104, Mass Transit; no additional cost to the County]

23. Recommendation Concerning the Agreement between ECAT, the Florida-Alabama Transportation Planning Organization and the University of South Florida's Center for Urban Transportation Research, for the 2011 Major Update to the Escambia County Ten Year Transit Development Plan - Larry M. Newsom, Interim Assistant County Administrator

That the Board accept for the Official Record, the Agreement between ECAT (Escambia County Area Transit), the Florida-Alabama Transportation Planning Organization (TPO), and the University of South Florida's Center for Urban Transportation Research (CUTR), for the 2011 Major Update to the Escambia County Ten Year Transit Development Plan (TDP), ensuring that ECAT services are eligible for the State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT).

### III. For Discussion

1. Recommendation Concerning Appointment to the Escambia County Board of Adjustment - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve appointing one of the following nominees to the Escambia County Board of Adjustment at-large position, effective January 6, 2011, through April 15, 2011, to fill the unexpired term of Robert R. Penfold, who resigned:

- A. Jesse Casey; or
- B. David Karasek

2. Recommendation Concerning Resolution Requesting Assistance in Getting BP Claims for Economic Losses Caused by the BP Oil Spill Approved, Expedited and Settled - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board adopt the Resolution requesting assistance from the President of the United States and the Northwest Florida Legislative Delegation to take action to ensure BP holds true on its promise, in a timely manner, to make Escambia County and its citizens whole for any economic losses caused by the BP Oil Spill.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 1.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Maywood Avenue  
**From:** Joy D. Blackmon, P.E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Maywood Avenue - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board authorize the scheduling and advertising of a Public Hearing for February 3, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Maywood Avenue (25 feet x approximately 565 feet = 14,125 square feet or 0.32 acres), as petitioned by the School Board of Escambia County (the School Board).

#### **BACKGROUND:**

The School Board owns property in Section 39, Township 1 South, Range 31 West, Escambia County, Florida, which is the site of Bellview Middle School. The School Board is requesting that the Board of County Commissioners vacate any interest the County has in the unopened portion of Maywood Avenue (25 feet x approximately 565 feet = 14,125 square feet or 0.32 acres), which extends east to west through the School property. The portion of Maywood Avenue requested to be vacated is a 25' wide unopened right-of-way, as shown on the plat of Bellview Heights Subdivision as recorded in Plat Book 1 at Page 27 of the public records of Escambia County, Florida. Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation, provided a utility easement is retained with the understanding that the County will not be responsible for the maintenance of the easement. No one will be denied access to his or her property as a result of this vacation.

#### **BUDGETARY IMPACT:**

Indirect staff cost associated with 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 Statutes, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all property owners within 500 feet will be notified.

Staff has been in contact with Donald P. Jehle, P.E., jehle-halstead, inc., as agent for the Petitioner. It is the responsibility of the Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

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**Attachments**

Petition

Map



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  
Portion of north half and south half of Maywood Avenue (25' R/W)

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), School Board of Escambia County 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:

LEGAL DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2 OF SAID BELLVIEW HEIGHTS AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19, BLOCK 2, OF SAID BELLVIEW HEIGHTS.

ALONG AND TOGETHER WITH

THAT PORTION OF THE SOUTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALSO:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22, BLOCK 2 OF SAID BELLVIEW HEIGHTS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, BLOCK 2, BELLVIEW HEIGHTS.

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 23, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALL LYING AND BEING IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

2. That the Petitioner(s), School Board of Escambia County  
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) 39  
Township 1S Range 31 West and recorded in Plat Book 1 Page 27 of the public  
records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

School Board of Escambia County  
Corporation of Company Name

Ron Peacock  
Petitioner(s) Name

30 E. Texar Drive  
Street Address

Pensacola FL  
City State

850-469-5669  
Phone Number

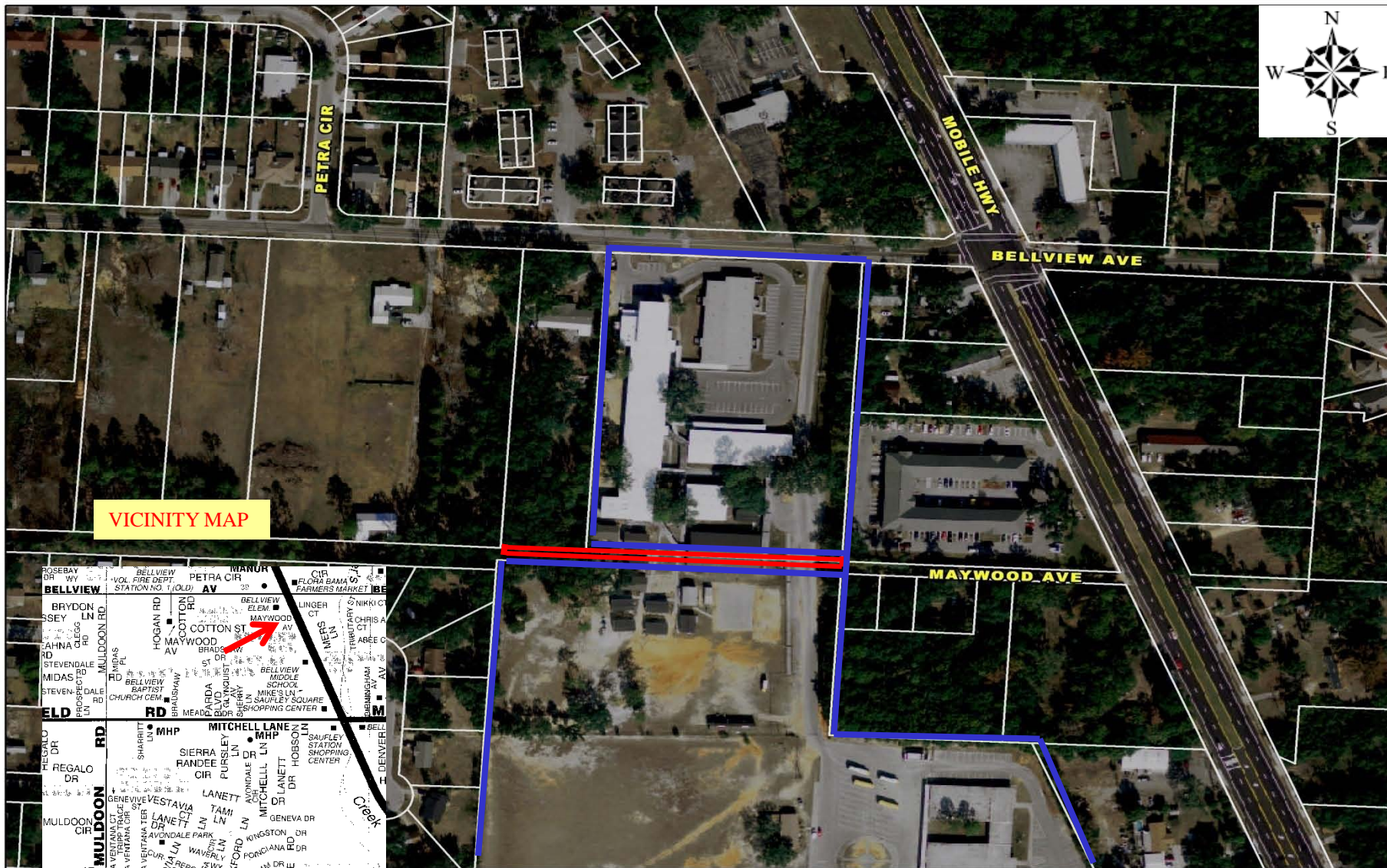
Donald P. Jehle, P.E., jehle-halstead, inc.  
Agent's Name

850-434-0059 x 101  
Agent's Phone Number

\_\_\_\_\_  
Date

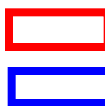
# PORTION OF MAYWOOD AVENUE REQUESTED TO BE VACATED

Petitioners: Escambia County School Board



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

JCC 06/24/10 DISTRICT 1



Portion of Maywood Avenue requested to be Vacated

Escambia County School Board



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Technical/Public Service Consent Item #: 2.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Property Exchange with the Emerald Coast Utilities Authority - Fayal Drive  
**From:** Joy D. Blackmon, P.E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Property Exchange with the Emerald Coast Utilities Authority - Fayal Drive - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the property exchange with the Emerald Coast Utilities Authority - Fayal Drive:

- A. Adopt a Resolution authorizing the conveyance of a drainage Easement to the Emerald Coast Utilities Authority (ECUA) over the northern shoulder of the western portion of Fayal Drive in exchange for a Deed from ECUA to the eastern portion of Fayal Drive, subject to a drainage Easement retained in favor of ECUA; and
- B. Authorize the Chairman to execute all documents, subject to Legal review and sign-off, necessary to complete the property exchange with ECUA.

**BACKGROUND:**

ECUA requires drainage easements along the northern portion of Fayal Drive to accommodate the expansion of its Bayou Marcus Wastewater Treatment Plant. The County acquired the western portion of Fayal Drive in September 1980 by the Quitclaim Deed recorded in Official Record Book 1496 at page 903 of the public records of Escambia County, Florida. ECUA subsequently acquired the eastern portion of Fayal Drive in June 1987 by the Warranty Deed recorded in Official Record Book 2420 at page 926, although the County has apparently maintained the right-of-way over ECUA's property.

**BUDGETARY IMPACT:**

Costs associated with recording the easement and deed in the public records and other closing costs will be paid by ECUA.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office drafted the Drainage Easement and the Special Warranty Deed and will handle the closing on the property exchange.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The exchange is consistent with the requirements of Section 46-139, Escambia County Code of Ordinances and Sections 125.37, Florida Statutes.

**IMPLEMENTATION/COORDINATION:**

The Notice of Intent to Exchange County Property has been advertised in the Pensacola News Journal once a week for two weeks prior to the date of this meeting.

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**Attachments**

Resolution

Special Warranty Deed

Drainage Easement

Checklist

Map

RESOLUTION R2011-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY WITH THE EMERALD COAST UTILITIES AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County, a political subdivision of the State of Florida (the County) owns certain real property (County Property) more particularly described in Exhibit A attached to this Resolution; and

WHEREAS, the Emerald Coast Utilities Authority (ECUA), a local governmental entity, corporate and politic, has requested that the County convey to it an easement over a portion of the County Property described in the attached Exhibit B; and

WHEREAS, in exchange for a conveyance of an easement over the County Property, ECUA proposes to convey to the County certain real property (ECUA Property) more particularly described in the attached Exhibit C, subject to a drainage easement retained in favor of ECUA over a portion of the ECUA Property described in the attached Exhibit D; and

WHEREAS, such an exchange of property is authorized by Section 125.37, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth herein.

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

Section 1. That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby authorizes conveyance to ECUA of a drainage easement as described in the attached Exhibit B in exchange for conveyance by ECUA of the ECUA Property described in the attached Exhibit C, subject to a drainage easement retained in favor of ECUA as described in the attached Exhibit D with all costs associated with closing and recording the documents in the public records being borne by ECUA.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

---

Deputy Clerk

BCC Approved: \_\_\_\_\_

**Exhibit "A"**

A parcel of land 60 feet in width for road right-of-way purposes more particularly described as follows:

COMMENCING at the Southeast corner of Block "H" of Santa Clara, a subdivision of a portion of the Santiago Coleman Grant, Section 8, Township 2 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 5 at Page 44 of the public records of said County; thence run South 79° 20' 00" West along the South line of said Santa Clara for 269.00 feet for the POINT OF BEGINNING; thence continue South 79° 20' 00" West along the South line of said Santa Clara and an extension thereof for 217.00 feet; thence run South 10° 40' 00" East for 60.00 feet; thence run North 79° 20' 00" East for 217.00 feet; thence run North 10° 40' 00" West for 60.00 feet to the point of beginning. All lying and being in Section 8, Township 2 South Range 31 West, Escambia County, Florida containing 0.298 acres, more or less.



Exhibit "B"

Area No. 1

Begin at the southwest corner of Lot 21, Block A of the Santa Clara Subdivision, as recorded in Plat Book 5 at Page 44, in Escambia County, Florida; thence proceed North  $79^{\circ} 20'$  East a distance of 130.0 feet along the southern boundary of said Lot 21, Block A of Santa Clara Subdivision to its intersection with the western right-of-way line of Fayal Drive (R/W 66.0'); thence South  $10^{\circ} 40'$  East a distance of 24.00 feet to the northerly edge of pavement of Fayal Drive; thence South  $79^{\circ} 20'$  West a distance of 130.0 feet; thence North  $10^{\circ} 40'$  West a distance of 24.00 feet back to the point of beginning.

**Exhibit "C"**

A portion of Section 8, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Block "H" of Santa Clara, a subdivision of a portion of the Santiago Coleman Grant as recorded in Plat Book 5 at Page 44 of the public records of said County; thence run South 79° 20' 00" West along the South line of said Santa Clara for 269.00 feet; thence run South 10° 40' 00" East for 60.00 feet; thence run South 79° 20' 00" West for 217.00 feet; thence run South 10° 40' 00" East for 6.00 feet; thence run North 79° 20' 00" East for 486.00 feet; thence run North 10° 40' 00" West for 66.00 feet to the point of beginning. Containing 0.44 acres, more or less.

Exhibit "D"

Area No. 2

Begin at the southwest corner of Lot 2 Block H of the Santa Clara Subdivision, as recorded in Plat Book 5 at Page 44, in Escambia County, Florida; thence North  $79^{\circ} 20'$  East along the southern boundary of said Lot 2 Block H of the Santa Clara Subdivision a distance of 175.00 feet; thence South  $10^{\circ} 40'$  West a distance of 25.00 feet to the northerly edge of pavement of Fayal Drive; thence South  $79^{\circ} 20'$  West a distance of 175.00 feet; thence North  $10^{\circ} 40'$  East a distance of 25.00 feet back to the point of beginning.

This document was prepared by:  
Stephen G. West, Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **Emerald Coast Utilities Authority** (f/k/a Escambia County Utilities Authority), a local governmental entity, corporate and politic, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantor), and **Escambia County**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars \$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit A (Property)

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2011 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; and zoning ordinance and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Grantor reserves a perpetual drainage easement over that portion of the Property described in the attached Exhibit B (Drainage Easement), which is incorporated by reference, for ingress and egress over and across the Drainage easement, and the right to excavate, construct and maintain drainage structures in the Drainage Easement.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

EMERALD COAST UTILITIES AUTHORITY

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: Stephen E. Sorrell, Executive Director

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Stephen E. Sorrell, Executive Director, Emerald Coast Utilities Authority. He ( ) is personally known to me, or has ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

**ACCEPTANCE**

TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County, Florida on this \_\_\_\_ day of \_\_\_\_\_ 2011, as authorized by action of the Board of County Commissioners at its meeting held on \_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

**Exhibit "C"**

A portion of Section 8, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Block "H" of Santa Clara, a subdivision of a portion of the Santiago Coleman Grant as recorded in Plat Book 5 at Page 44 of the public records of said County; thence run South 79° 20' 00" West along the South line of said Santa Clara for 269.00 feet; thence run South 10° 40' 00" East for 60.00 feet; thence run South 79° 20' 00" West for 217.00 feet; thence run South 10° 40' 00" East for 6.00 feet; thence run North 79° 20' 00" East for 486.00 feet; thence run North 10° 40' 00" West for 66.00 feet to the point of beginning. Containing 0.44 acres, more or less.

## Exhibit "B"

### Area No. 2

Begin at the southwest corner of Lot 2 Block H of the Santa Clara Subdivision, as recorded in Plat Book 5 at Page 44, in Escambia County, Florida; thence North  $79^{\circ} 20'$  East along the southern boundary of said Lot 2 Block H of the Santa Clara Subdivision a distance of 175.00 feet; thence South  $10^{\circ} 40'$  West a distance of 25.00 feet to the northerly edge of pavement of Fayal Drive; thence South  $79^{\circ} 20'$  West a distance of 175.00 feet; thence North  $10^{\circ} 40'$  East a distance of 25.00 feet back to the point of beginning.

This document prepared by:  
Stephen G. West, Assistant County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**DRAINAGE EASEMENT**

THIS GRANT OF DRAINAGE EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor) and the **Emerald Coast Utilities Authority**, a local governmental entity, corporate and politic, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH

WHEREAS, Grantor is the owner of certain land located in Escambia County, Florida, more particularly described in the Quitclaim Deed recorded in Official Record Book 1496 at page 903 of the public records of Escambia County, Florida (Grantor's Property); and

WHEREAS, Grantee desires a perpetual easement over a portion of Grantor's Property for construction and maintenance of drainage structures; and

WHEREAS, Grantor has agreed to grant an easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, does grant to Grantee and Grantee's successors and assigns a perpetual easement, as described in the attached Exhibit A (Drainage Easement), which is incorporated by reference, for ingress and egress over and across the Drainage Easement, and the right to excavate, construct and maintain drainage structures in the Drainage Easement.

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



Signed, sealed and delivered  
in the presence of:

GRANTOR:

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

(SEAL)

GRANTEE:

EMERALD COAST UTILITIES AUTHORITY

Witness \_\_\_\_\_

Print Name \_\_\_\_\_

By: \_\_\_\_\_

Stephen E. Sorrell, Executive Director

Witness \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2011, by Stephen E. Sorrell, Executive Director, Emerald Coast Utilities Authority. He is ( ) personally  
known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary Public

## Exhibit A

### Area No. 1

Begin at the southwest corner of Lot 21, Block A of the Santa Clara Subdivision, as recorded in Plat Book 5 at Page 44, in Escambia County, Florida; thence proceed North  $79^{\circ} 20'$  East a distance of 130.0 feet along the southern boundary of said Lot 21, Block A of Santa Clara Subdivision to its intersection with the western right-of-way line of Fayal Drive (R/W 66.0'); thence South  $10^{\circ} 40'$  East a distance of 24.00 feet to the northerly edge of pavement of Fayal Drive; thence South  $79^{\circ} 20'$  West a distance of 130.0 feet; thence North  $10^{\circ} 40'$  West a distance of 24.00 feet back to the point of beginning.



### Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

ACCOUNT # 092919515

Property Location/Identification: 3200 BLUE ANGEL PKWY / PARCEL - 08-25-31-1000-001-012

County Administrator (or designee) - Appraisals

Appraiser (1): N/A - PROPERTY IS  
 Date of appraisal: BEING USED FOR ROAD  
 Appraised value: PLG - VALUE LESS  
 Received by: THAN \$20,000  
 Comments: LY

Appraiser (2): \_\_\_\_\_  
 Date of appraisal: \_\_\_\_\_  
 Appraised value: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: DECEMBER 09, 2010  
 Received by: Doug Butler Env. Project Coord ECDSW  
 Comments: ESA WAIVED PER SEC 46-139

Date of Phase II: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Facilities Management Department - Property Inspection

Inspected by: VACANT PROPERTY  
 Date: \_\_\_\_\_  
 Comments: LY

Risk Management Department - Property Inspection

Inspected by: VACANT PROPERTY  
 Date: \_\_\_\_\_  
 Comments: LY

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO  
 Date: 12-16-2010  
 Comments: REVIEWED LEGAL DESCRIPTION FOR DEED OF RECORD.

Office of Management and Budget - Verification of Funding Source

Funding source: N/A FCUA TO BARR  
 Verified by: ALL COST RELATED TO  
 Date: THIS EXCHANGE  
 Comments: \_\_\_\_\_

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**Sec. 46-139. Acquisition of real property by the county.**

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

- (a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.
- (b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

- (a) If the value of the property is less than \$250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is \$250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.
- (b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.
- (c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.
- (d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.
- (e) The office of management and budget shall provide verification of the funding source for the purchase or lease.
- (f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.
- (g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).
- (h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of \$20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than \$20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than \$20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

(Ord. No. 2002-31, §1, 7-18-2002; Ord. No. 2004-37, §1, 7-22-2004; Ord. No. 2006-74)

# Memorandum

Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, Florida 32533-8831  
Phone: 850.937.2160

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To: Larry Godwin, READ Manager  
From: Doyle Butler, Engineering Project Coordinator, ECDSW DB  
Re: ECUA Donation of Fayal Drive with ROW  
Date: December 10, 2010

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Emerald Coast Utilities Authority intends to donate a parcel of land to Escambia County. The property is currently a paved roadway (Fayal Drive) with adjacent buffers or ROW. Attached please find digital photos of the site. Also, ESPA's general information is attached.

I interviewed Keith Fell, Project Engineer for ECUA and he stated he had knowledge of the property to be donated and to the best of his knowledge there has never been an incident on or near the site that would have any negative environmental impacts on the site. Mr. Fell (850-969-6653) has worked with ECUA since late 1990. The physical site location is 3200 Blue Angel Parkway. The site is the location of ECUA Bayou Marcus Southern Wetlands Project.

Recommendation:

Information does not exist that would document any physical exposure that would create any environmental concerns for this site. Escambia County Ordinance Sec. 46.139 allows for a waiver in situations as this.





# Memorandum

Department of Solid Waste Management  
15000 Beach Road  
Cantonment Florida 32511-8831  
Phone 904/372-1100

To: Larry Gowan, READ Manager  
From: Ralph Butler, Engineering Project Coordinator, ECD277  
Re: ECI A Division of Royal Palm with RWZ  
Date: December 10, 1990

Florida Coastal Utilities Authority intends to donate a parcel of land to Escambia County. The property is located in a general vicinity of Royal Palm with RWZ. Attached please find a general information sheet. Also, ECI's general information is attached.

I was contacted by Ralph Butler, Project Engineer for ECI/A, and he stated he had knowledge of the property to be donated and to the best of his knowledge there has never been an incident on or near the site that would have any negative environmental impacts on the site. The Fall 1989-90-91 ECI/A report (1990) of the physical site location is 3200 15th Royal Parkway. The site is the location of ECI/A. Attached please find the project.

### Recommendation:

Information does not exist that would document any physical exposure that would create an environmental concern for this site. Escambia County Ordinance Sec. 16-139 allows for a waiver in situations as this



PROPOSED EXCHANGE OF PROPERTY AND DRAINAGE EASEMENTS BETWEEN ESCAMBIA COUNTY AND ECUA



ESCAMBIA COUNTY  
PUBLIC WORKS BUREAU  
LWG 08/10/10 DISTRICT 1

-  ECUA PARCEL TO BE CONVEYED TO COUNTY
-  COUNTY PROPERTY / FAYAL DRIVE R/W
-  APPROXIMATE LOCATION OF PROPOSED DRAINAGE EASEMENTS TO ECUA



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 3.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** District Three Appointment to the Mass Transit Advisory Committee  
**From:** Larry M. Newsom, Interim Assistant County Adm  
**Organization:** Transportation & Traffic  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning the District Three appointee to the Escambia County Mass Transit Advisory Committee - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the District Three appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

- A. Confirm the appointment of Ira L. Jones as the District Three representative to the Escambia County Mass Transit Advisory Committee, with the term of the appointment to be effective January 6, 2011, and to run concurrent with the term of Commissioner Marie Young; and
- B. Request the County Administrator's Office to provide a letter of appreciation to Sr. Chaplain Freddie Augustine for his service.

#### **BACKGROUND:**

The previous representative, Sr. Chaplain Freddie Augustine has resigned his appointment due to other obligations. Ira L. Jones has submitted her resume expressing interest in the appointment to serve on the Escambia County Mass Transit Advisory Committee.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that all established committee appointments have Board Approval.



**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective.

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**Attachments**

Ira L. Jones Resume

Ira L. Jones  
911 East Hayes Street  
Pensacola, Florida 32503  
Home Phone - 850.432.9351  
E-mail - irajones@bellsouth.net

**Position – Escambia County Area Transit Committee Member**

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**EXPERIENCE**

**Company -** Escambia County School District  
215 West Garden Street  
Pensacola, Florida 32501  
850.432.6121

**Job Title - School Bus Operator (Retired) September 1964 – December 1998**

Job Duties - Transported children of all ages and grade level, including handicap busses for special needs children. Supervised Bus Aides.  
Annual safety classes and reports.  
Vice President of Support Personnel and Political Action Committee

**Organization -** Florida General Baptist Convention, Inc.  
P. O. Box 11706  
Daytona Beach, Florida 32120  
State Headquarters – 386.681.1042  
Home Based Office – 850.232.9975

**Job Title - Chief of Financial Operations – 2000 - 2008**  
Assistant Chief of Financial Operations – 1998 – 2000  
Treasurer State Woman’s Auxiliary – 1991 - 1998  
President, First West Florida Baptist Association Woman’s Auxiliary – 1998 – 2000

**Job Duties -** Directed and managed the headquarters office with a staff of 25 people. Responsible for all aspects of the convention financial operations, overseeing the annual budget of over half million dollars, accounts receivable, accounts payable, bi-annual internal and external audits. Accountable to the Convention President and the Board of Directors.

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**EDUCATION**

Washington High School to 1957  
Graduated - Pensacola Junior College Adult High - 1980  
Pensacola Junior College Completed Courses- Business and Personnel Management and Travel Agent – 1980 – 1981

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**SKILLS & STRENGTHS SUMMARY**

Personal characteristics includes 35 years experience of public transportation, highly skilled in public policy to include logical negotiations. I further enhanced my leadership skills and strengths through OJT, educational seminars and course work. Communicate well with both superiors and staff; able to act as liaison between different personality types. Served as chairperson of various committees, highly organized, able to take a multi-task approach to the workday. Self motivated, tactful, and discreet.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 4.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Public Hearing Request– Fund Balance Carry Forwards  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

### Information

#### **RECOMMENDATION:**

Recommendation Concerning Public Hearing Request - Fund Balance Carry Forwards - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize the scheduling and advertising of a Public Hearing on January 20, 2011, at 5:34 p.m., to amend the Fiscal Year 2010/2011 Budget to include the fund balance carry forwards.

#### **BACKGROUND:**

During the budget process an estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year. This amount is budgeted as a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the County's budget in this manner.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Technical/Public Service Consent Item #: 5.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Disposition of Surplus County Property  
**From:** Sandra Jennings  
**Organization:** Community & Environment  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Disposition of Surplus County Property from the Community & Environment Bureau - Sandra P. Jennings, P. E., Community & Environment Bureau Chief

That the Board approve the four Requests for Disposition of Property indicating 12 items, (i.e. computers, tractors and various other equipment), all of which are described and listed on the Request Forms with reasons for disposition stated on each. The items are to be auctioned as surplus or properly disposed of.

**BACKGROUND:**

All surplus property listed on the attached Requests for Disposition of Property has been checked and declared either surplus to be auctioned, or surplus to be properly disposed of. The Requests have been signed by all applicable authorities including Division Manager, Bureau Chief, Interim Assistant/County Administrator, and if applicable, Information Technology Technician.

**BUDGETARY IMPACT:**

Possible recoup of funds if/when property goes to auction.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Disposing Bureau, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

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### **Attachments**

SWMD Dispositions 01062011



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Community & Environment COST CENTER NO: 220602

Susan R. Holt \_\_\_\_\_ DATE: November 19, 2010  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56017	Dell Optiplex Desktop Computer	FBYF4D1	745	2007	Damaged

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGGS  
 Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 24 NOV 10 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 11/23/10  
 FROM: Escambia County Bureau Bureau Chief (Signature): [Signature]  
 Bureau Chief (Print Name) Sandra P. Jennings, P.E.

RECOMMENDATION: Date: 12/15/10  
 TO: Board of County Commissioners  
 FROM: County Administration Charles R. Oliver  
 Charles R. "Randy" Oliver, CPA P.E.  
 County Administrator or Designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/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 \_\_\_\_\_



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Community & Environment COST CENTER NO: 220601

Susan R. Holt DATE: 10/28/2010  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R. Holt Phone No: 595-4579

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53971	Dell Desktop Computer	9KC3M71	SX280	2005	Poor

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGGS  
 Print Name

Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 24 NOV 10 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 11/23/10  
 FROM: Escambia County Bureau Bureau Chief (Signature): [Signature]  
 Bureau Chief (Print Name) Sandra P. Jennings, P.E.

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration Charles R. Olive 12/15/10  
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/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





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 6.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Approval of a Resolution Supporting the State Legislature's Honorary Designation of a Section of Sorrento Road as "Perdido Key Parkway"  
**From:** Larry M. Newsom, Interim Assistant County Adm  
**Organization:** Transportation & Traffic  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning the Florida State Legislature's Honorary Designation of the Section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway as "Perdido Key Parkway" - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the Florida State Legislature's honorary designation of the section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway as "Perdido Key Parkway":

- A. Adopt the Resolution that states the Board's support of the honorary designation of "Perdido Key Parkway" for the section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway; and
- B. Authorize the Chairman to execute the Resolution.

#### **BACKGROUND:**

The Perdido Key Chamber of Commerce requested Senator Don Gaetz support renaming this section of Sorrento Road as "Perdido Key Parkway". Senator Gaetz presented Senate Bill 1948, during the 2010 legislative session, to designate this section of Sorrento Road with the honorary name of "Perdido Key Parkway". This honorary designation was approved by the 2010 legislature with an effective date of July 1, 2010.

Section 334.071, Florida Statutes, 2010 establishes the process for legislative designation of transportation facilities for honorary or memorial purposes. The statute states that such designations shall not require any action by local government or private parties regarding changing street signs, mailing addresses, or 911 emergency telephone number system listing. The statute requires the Florida Department of Transportation (FDOT) to place appropriate markers identifying such designations. The statute further states the placement of markers is contingent upon the appropriate city or county commission passing a resolution in support of the honorary designation.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution has been reviewed and approved by the County Attorney as to form and legal sufficiency on December 9, 2010.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution for Perdido Key Drive Honorary Designation

RESOLUTION NUMBER R2011-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE HONORARY DESIGNATION "PERDIDO KEY PARKWAY" BY THE FLORIDA LEGISLATURE FOR THE SECTION OF SORRENTO ROAD FROM BLUE ANGEL PARKWAY TO INNERARITY POINT ROAD/GULF BEACH HIGHWAY; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Perdido Key Chamber of Commerce has requested State Senator Don Gaetz support renaming the section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway as "Perdido Key Parkway"; and

**WHEREAS**, Section 334.071, Florida Statutes, specifies the process by which the Florida Legislature may enact a bill into Florida Law to designate an honorary or memorial name for transportation facilities; and

**WHEREAS**, Senator Gaetz presented Senate Bill 1948 to designate the above stated section of Sorrento Road with the honorary name of "Perdido Key Parkway" during the 2010 legislative session; and

**WHEREAS**, the Florida legislature approved the honorary designation of "Perdido Key Parkway" with an effective date of July 1, 2010; and

**WHEREAS**, Section 334.071, Florida Statutes, requires the county commission pass a resolution in support of the honorary designation prior to the Florida Department of Transportation erecting signs indicating the designation; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida desires to support the honorary designation of the above stated section of Sorrento Road as "Perdido Key Parkway".

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the Escambia County Board of County Commissioners hereby supports the honorary designation of "Perdido Key Parkway" for the section of Sorrento Road from Blue Angel Parkway to Innerarity Point Road/Gulf Beach Highway.

**SECTION 3.** That the Escambia County Board of County Commissioners hereby directs the Transportation Bureau staff to forward a copy of this resolution to the Florida Department of Transportation to facilitate commencement of sign erection indicating the honorary designation.

**SECTION 4.** That this resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: HCH  
Date: 12/13/10



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 7.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Schedule and Advertise First of Two Public Hearings Designating 7220 North Palafox Street as a Brownfield Area  
**From:** Sandra Prince Jennings, P.E. Bureau Chief  
**Organization:** Comm & Env Neigh Redevelopment  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Scheduling and Advertising First of Two Public Hearings Designating 7220 North Palafox Street as a Brownfield Area - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board authorize the scheduling and advertising the first of two Public Hearings on January 20, 2011, at 5:33 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating 7220 North Palafox Street as a Brownfield area within Escambia County, for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; and providing for an effective date.

#### **BACKGROUND:**

Escambia County has received an Application for Brownfield Site Designation for the property located at 7220 N. Palafox Street by Robert Slate of Strategic Systems Inc., on behalf of the Carlisle Development Group, Inc. The Carlisle Group plans to build new affordable housing units on the site. The project will be consistent with the land use plan by reducing slum and blight, and increasing the availability of affordable housing.

As an affordable housing project, the site meets the requirements for State Brownfield redevelopment incentives. The applicant will not request any local funding but will use the designation to apply for incentives available through Enterprise Florida.

#### **BUDGETARY IMPACT:**

Florida Statute requires two advertised public hearings to allow for public comment. All advertisements to be funded through CRA Admin, Fund 151, Cost Center 220523, Object Code 54901.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Escambia County Legal Office has reviewed and approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Florida Statute requires two advertised public hearings to allow for public comment.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution\_Map\_Legal Descriptions\_Map



**RESOLUTION NUMBER R2011-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING 7220 NORTH PALAFOX STREET AS A BROWNFIELD AREA WITHIN ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE COMMUNITY & ENVIRONMENT DEPUTY BUREAU CHIEF TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to §§ 376.77-85, Florida Statutes, the State of Florida has provided for the designation, by resolution, of certain contiguous areas consisting of one or more Brownfield sites as "Brownfield Areas," and for the corresponding provision of economic development and environmental remediation for such areas; and

**WHEREAS**, Escambia County wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for rehabilitation for purposes of §§ 376.77-85, Florida Statutes; and

**WHEREAS**, Escambia County has considered the criteria set forth in §§ §376.80(2)(a)1.4., Florida Statutes, namely whether the proposed Brownfield Area warrants economic development and has a reasonable potential for such activities, whether the area represents a reasonably focused approach and is not overly large in geographic coverage, whether the area has potential to interest the private sector in participating in rehabilitation, and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

**WHEREAS**, the notice and public hearing requirements set forth in §125.66(4)(b), Florida Statutes, have been followed. Notices were published in the Pensacola News Journal on January 8, 2011, and January 22, 2011, and two public hearings were held on January 20, 2011, at 5:33 p.m. and February 3, 2011, at 5:32 p.m.; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that 7220 North Palafox Street be designated a Brownfield Area.

**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 incorporates them herein by reference.

**Section 2.** That the Area depicted in Exhibits A-1 through A-3, attached hereto and incorporated by reference shall be designated as the 7220 North Palafox Street Brownfield Area for rehabilitation in accordance with the intent of §§ 376.77-85, Florida Statutes.

**Section 3.** That Escambia County shall be the entity responsible for the administration of the Brownfields Program pursuant to Section 376.80, Florida Statutes. However, such designation shall not render Escambia County liable for costs of site rehabilitation or source removal, as those terms are defined in §376.79(14) and (15), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of the Brownfields Site Rehabilitation Program and as a property owner within the designated Brownfield Area.

**Section 4.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

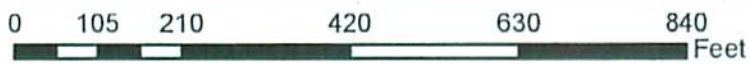
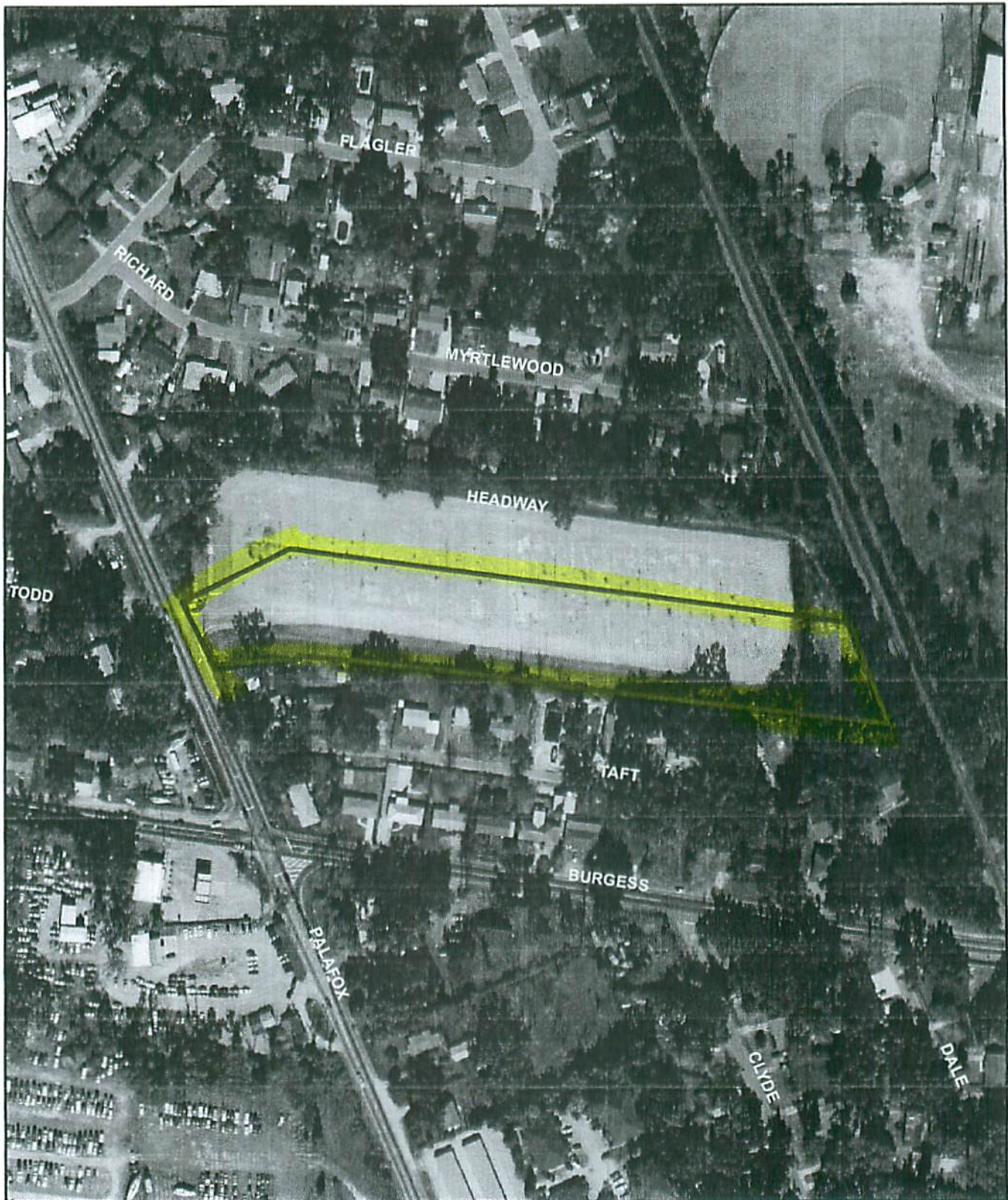
This document approved as to form  
and legal sufficiency

By: [Signature]

Title: ACM

Date: 12/1/10

# Palafox Landing Proposed Brownfield Designation



File Number: 05-5715

### EXHIBIT "A"

#### PARCEL 1:

A portion of Lots 8 & 9, West of the L & N Railroad, according to Plat of Subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 2 at Page 90 of the Public Records of said County, described as follows:

Commencing at the intersection of the South line of Section 21, Township 1 South, Range 30 West, and the Westerly right of way line of the L & N Railroad (100' R/W); thence run North 31° 05' West and along said right-of-way line for 386.10' to the point of beginning; thence continue North 31° 05' West for 386.10'; thence run North 89° 40' 24" West for 856.68'; thence run South 0° 10' 30" East for 21.14'; thence run South 89° 49' 30" West for 150.0'; thence run South 0° 10' 30" East for 273.60' to the easterly right of way line of State Highway #95 (66' R/W); thence run South 30° 24' 30" East and along said right of way line for 128.38'; thence run North 75° 35' 30" East for 123.20'; thence run North 17° 09' 30" West for 8.10'; thence run North 89° 41' 29" East for 180.02'; thence run North 0° 19' 36" East for 15.0'; then run North 88° 33' 36" East for 675.33'; then run South 89° 40' 24" East for 167.97' to the Point of beginning.

#### LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A portion of Lots 8 & 9, West of the L & N Railroad, according to the Plat of Subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 2 at Page 90 of the Public Records of said County, described as follows:

Commencing at the intersection of the South line of Section 21, Township 1 South, Range 30 West, and the Westerly right of way line of the L & N Railroad (100' R/W); thence run North 31° 05' West and along said right-of-way line for 386.10' to the point of beginning; thence continue North 31° 05' West for 192.56'; thence run North 89° 40' 24" West for 903.86'; thence run South 42° 15' 04" West for 251.26' to the Easterly right of way line of State Highway # 95 (66' R/W); thence run South 30° 24' 30" East (actual South 30° 26' 30" East) and along said right of way line for 128.38'; thence run North 75° 35' 30" East for 123.20'; thence run North 17° 09' 30" West for 8.10' (actual North 17° 29' 25" West - 8.13'); thence run North 89° 41' 29" East for 180.02' (actual North 89° 39' 52" East - 180.07'); thence run North 0° 19' 36" East for 15.0 feet (actual North 00° 17' 48" East); thence run North 88° 33' 36" East for 675.33' (actual North 88° 30' 37" East - 374.93 feet); thence run South 89° 40' 24" East for 167.97' to the Point of beginning.

**PARCEL 2:**

A portion of Lots 8 & 9, West of the L & N Railroad, according to the Plat of Subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 2 at Page 90 of the Public Records of said County, described as follows:

Commencing at the intersection of the South line of Section 21, Township 1 South, Range 30 West, and the Westerly right of way line of the L & N Railroad (100' R/W); thence run North 31° 05' West and along said right-of-way line for 386.10' to the point of beginning; thence continue North 31° 05' West for 192.56'; thence run North 89° 40' 24" West for 903.86'; thence run South 42° 15' 04" West for 251.26' to the Easterly right of way line of State Highway # 95 (66' R/W); thence run South 30° 24' 30" East (actual South 30° 26' 30" East) and along said right of way line for 128.38'; thence run North 75° 35' 30" East for 123.20'; thence run North 17° 09' 30" West for 8.10' (actual North 17° 29' 25" West - 8.13'); thence run North 89° 41' 29" East for 180.02' (actual North 89° 39' 52" East - 180.07'); thence run North 0° 19' 36" East for 15.0 feet (actual North 00° 17' 48" East); thence run North 88° 33' 36" East for 675.33' (actual North 88° 30' 37" East - 374.93 feet); thence run South 89° 40' 24" East for 167.97' to the Point of beginning.

Escambia County Property Appraiser  
**211S301101002009 - Full Legal Description**

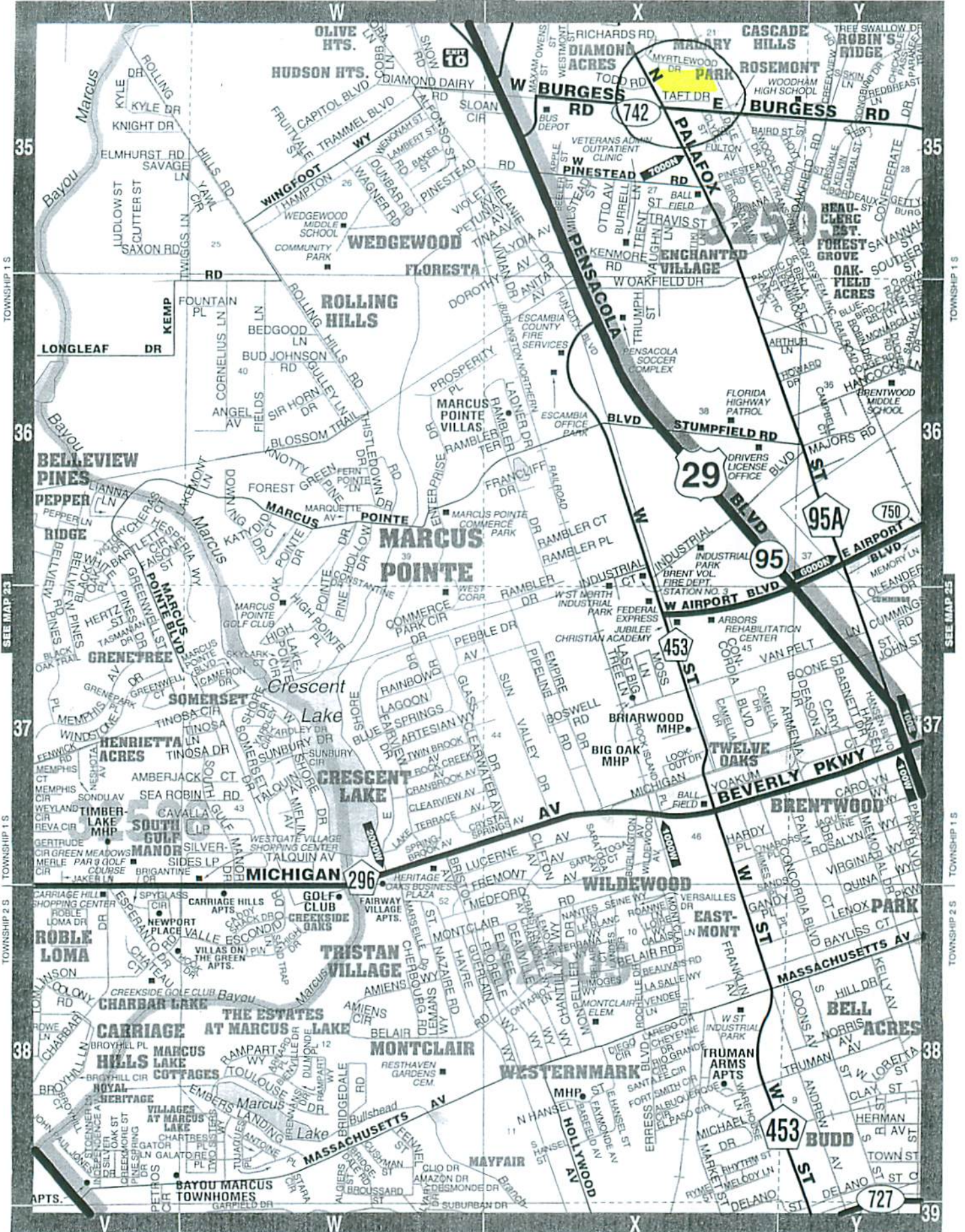
BEG AT INTER OF S LI OF SEC & WLY R/W LI OF L & N RR (100 FT R/W) N 31 DEG 05 MIN W ALG SD R/W LI 386 10/100 FT FOR POB N 31 DEG 05 MIN W 192 56/100 FT N 89 DEG 40 MIN 24 SEC W 903 86/100 FT S 42 DEG 15 MIN 04 SEC W 251 26/100 FT TO ELY R/W LI OF ST HWY 95 (66 FT R/W) S 30 DEG 24 MIN 30 SEC E 128 38/100 FT N 75 DEG 35 MIN 30 SEC E 123 20/100 FT N 17 DEG 09 MIN 30 SEC W 8 10/100 FT N 89 DEG 41 MIN 29 SEC E 180 02/100 FT N 0 DEG 19 MIN 36 SEC E 15 FT N 88 DEG 33 MIN 36 SEC E 675 33/100 FT S 89 DEG 40 MIN 24 SEC E 167 97/100 FT TO POB PORTION OF LTS 8 & 9 W OF RR PLAT DB 2 P 90 OR 5718 P 321 LESS OR 5825 P 521 STATE RD R/W

# BELLVIEW, MONTCLAIR, MAYFAIR, CRESCENT LAKE, MARCUS POINTE

RANGE 30 W

SEE MAP 18

RANGE 30 W





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 1.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Enterprise Agreement with Microsoft Corporation  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Enterprise Agreement with Microsoft Corporation - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation:

A. Approve the Microsoft Enterprise Enrollment, State and Local Amendment, which authorizes the termination of the current three-year Microsoft Enterprise Agreement (Enrollment Number 8568879), approved by the Board on September 18, 2008, and authorizes a new enrollment, with an effective date of November 1, 2010;

B. Approve the Enterprise Enrollment (Indirect) State and Local, Microsoft Business Agreement Number U0275474;

C. Authorize the County to piggyback off the Florida State Contract 252-001-09-1 and award a Purchase Order, in the amount of \$181,086, to SHI as the authorized reseller for Microsoft Corporation;

D. Approve and authorize the County Administrator to execute the Purchase Order, with not-to-exceed second and third year payments of \$200,000; and

E. Authorize the Chairman to execute all documents related to the termination and acceptance of the Enterprise Agreements with Microsoft Corporation.

[Funding: Fund 001, General Fund, Cost Center 140101 Information Technology - \$181,086]

**BACKGROUND:**

At the July 17, 2008 Committee of the Whole, the Board directed staff to proceed with a three-year enterprise agreement with Microsoft in order to alleviate both ongoing and anticipated issues with the County's email and calendar services. The enterprise agreement was approved at the September 18, 2008 BCC Meeting.

The current Microsoft Enterprise Agreement to purchase device licenses for the Exchange and



Sharepoint products is restricted to one device per user and related server licenses. This new agreement entitles the County to utilize the purchased products on unlimited devices for the identified number of users. Additionally, this agreement entitles the County to migrate all of our desktop and laptop computers to Windows 7.

**BUDGETARY IMPACT:**

Funds are available in General Fund 001, Cost Center 140101 Information Technology for the current fiscal year and will need to be appropriated in each of the next two fiscal years.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved the documents related to the termination and restart of the Enterprise Agreement as to form and legal sufficiency.

**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, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Division of the Management and Budget Services Bureau will coordinate efforts on behalf of the County.

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**Attachments**

Microsoft Enterprise Agreement

# Microsoft Enterprise Enrollment – State and Local Amendment

Enrollment number  
Microsoft to complete

8568879

Amendment ID

CTX-

000-kfuqua-S-100

ID Number  
Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. The parties agree that due to an early termination of the Enrollment identified above the following order will be credited in full. The Customer is terminating the Enrollment identified above, but starting a new enrollment effective November 1, 2010 (CPS Opportunity ID 000-kfuqua-S-100).

Product Name	Product #	Quantity	ERP Unit Price	ERP Extended Price	Invoice #	Invoice Date
Exchange Standard CAL Listed Lic/SA Pack MVL Device CAL	381 - 016 47	1000	\$24.03	\$24,030.00	9640619978	October 10, 2010
SharePoint Enterprise CAL Listed Lic/SA Pack MVL Device CAL	76N - 023 70	1000	\$26.79	\$26,790.00	9640619978	October 10, 2010
Windows Server CAL Listed Languages Lic/SA Pack MVL Device CAL	R18 - 000 93	1000	\$10.39	\$10,390.00	9640619978	October 10, 2010
ExchgSvrEnt ALNG LicSAPk MVL	395 - 024 12	2	\$1,854.58	\$3,709.16	9640619978	October 10, 2010

**Microsoft** | Volume Licensing

SharePointSvr ALNG LicSAPk MVL	H04 - 002 32	2	\$2,050.50	\$4,101.00	9640619978	October 10, 2010
SQLSvrEnt ALNG LicSAPk MVL 1Proc	810 - 033 12	4	\$10,947.17	\$43,788.68	9640619978	October 10, 2010
Exchange Ent CAL w Svc Listed Lic/SA Pack MVL Device CAL	9M B- 008 88	1000	\$22.14	\$22,140.00	9640619978	October 10, 2010
SharePoint Std CAL Listed Lic/SA Pack MVL Device CAL	H05 - 002 66	1000	\$33.44	\$33,440.00	9640619978	October 10, 2010
			<b>Total</b>	<b>\$168,388.84</b>		

Note that the above prices are provided for reference only. Your actual price and payment terms will be determined by separate agreement between you and your reseller.

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than January 28th, 2011 or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

ATTEST: ERNE LEE MAGANA  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

<i>Customer</i>	<i>Contracting Microsoft Affiliate</i>
Name of Entity *	Microsoft Licensing, GP
Escambia County BCC	
Signature *	Signature
Printed Name *	Printed Name
Kevin W. White	
Printed Title *	Printed Title
Chairman, Escambia County BCC	
Signature Date *	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date) November 1, 2010

\* indicates required field

This document approved as to form and legal sufficiency

By Ernie Lee Magana  
Title Deputy Clerk  
Date 12/15/10

Credit for Term/Restart  
CTX

BD  
Page 2 of 3

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

**Microsoft Licensing, GP**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada USA 89511-1137

Prepared By: Kim Fuqua, LE

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	U0275474	Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61767	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

**Definitions.** When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

**Effective date.** If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

**Term.** This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

**Representations and warranties.** By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

**Non-exclusivity.** This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

<b>Customer</b>	<b>Contracting Microsoft Affiliate</b>
Name of entity * Escambia County Bcc	Microsoft Licensing, GP
Signature *	Signature
Printed name * Kevin W. White	Printed name
Printed title * Chairman, Escambia County BCC	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

**Microsoft Volume Licensing web sites**

(Note: We will advise you of any changes to these URLs.)

Product use rights	<a href="http://microsoft.com/licensing">http://microsoft.com/licensing</a>
Product List	<a href="http://microsoft.com/licensing">http://microsoft.com/licensing</a>
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	<a href="https://licensing.microsoft.com/">https://licensing.microsoft.com/</a>
Customer guide	<a href="http://microsoft.com/licensing/programs/">http://microsoft.com/licensing/programs/</a>

**Notices to Microsoft should be sent to:**

**Copies should be sent to:**

MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax
---	--

Attachments:

<input checked="" type="checkbox"/>	<b>Media Order Form (required)</b>
<input checked="" type="checkbox"/>	<b>Core User CAL Terms and Conditions, if applicable</b>
<input type="checkbox"/>	<b>MS Capital Form, if applicable</b>

**Customer.** Please remit to your reseller.

**Reseller.** Please remit to Microsoft.

This document approved as to form and legal sufficiency

By Kristen Hef

Title ACIT Page 2 of 12

Date 12/14/10

ATTEST: ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 BY \_\_\_\_\_  
 DEPUTY CLERK

**1. Contact information.** Each party will notify the other in writing if any of the information in the following contact information page(s) change. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

**Primary contact information:** The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

<b>Customer</b>		
Name of entity *		Contact name *
Escambia County BCC		Last Musselwhite First David A.
Street address *		Contact email address (required for online access) *
221 Palafox Place, Suite 210		david_musselwhite@co.escambia.fl.us
City *	State/Province *	Phone
Pensacola	FL	(850) 595-4993
Country *	Postal code *	Fax
USA	32502	(850) 595-0472

**Notices and online access contact information:** Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

<b>Notices and online access contact</b>		
<input checked="" type="checkbox"/> Same as primary contact		
Name of entity		Contact name
		Last
		First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

**Language preference:** This section designates the language in which you prefer to receive notices.

English
---------

**Additional electronic contractual notices contact information:** This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

<b><i>Electronic contractual notices contact</i></b>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Software Assurance benefits contact:** This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

<b><i>Software Assurance benefits contact</i></b>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax



**MSDN contact:** This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<i><b>MSDN contact</b></i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Microsoft account manager:** This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com
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**2. Defining your enterprise.**

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

<p><i>a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).</i></p>	
<input checked="" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<p><i>b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.</i></p>	
<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

**3. Selecting your language option.**

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic Bulgarian Chinese Simplified Chinese Traditional Croatian English <sup>1</sup> Hebrew Indic Japanese Korean Portuguese (Brazil) Romanian Russian Serbian Spanish <sup>2</sup> Thai Turkish Ukrainian	Danish Dutch English <sup>1</sup> Finnish French <sup>3</sup> German Greek Italian Norwegian Portuguese (Portugal) Spanish <sup>2</sup> Swedish	Czech Estonian Hungarian Latvian Lithuanian Polish Slovenian Slovak
<p><sup>1</sup> English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)</p> <p><sup>2</sup> Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.</p> <p><sup>3</sup> French is a "Listed Language," if signed in Canada</p>		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

**Check one box**

- Listed Languages
- All Languages
- Extended Languages

**4. Language allocation.**

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

**5. Applicable currency.**

Payments made in connection with this enrollment must be in U.S. Dollars

**6. Establishing your price level.**

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

<p><b>Qualified desktops:</b> You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).</p>	<p>773</p>
<p><b>Qualified users:</b> You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).</p>	<p>1200</p>

**7. Enterprise product orders.**

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input checked="" type="checkbox"/>	
Office Professional Plus <sup>1</sup>	<input type="checkbox"/>	
Office Enterprise	<input type="checkbox"/>	
Office Enterprise SA Step-Up from Office Professional Plus <sup>1</sup>	<input type="checkbox"/>	
Office Standard <sup>1</sup>	<input type="checkbox"/>	
Core Client Access License <sup>1,2</sup>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Enterprise Client Access License Suite <sup>1,2</sup>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Enterprise Client Access License Suite SA Step-Up from Core CAL <sup>1,2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Standard <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Enterprise <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Standard <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Enterprise <sup>2</sup>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows Server Client Access License <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Systems Management Server Configuration Management License</b>	<input type="checkbox"/>	
<b>Systems Center Operations Manager Client Operations Management License</b>	<input type="checkbox"/>	
<b>Windows Terminal Services Client Access License <sup>2</sup></b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Office Communication Server Client Access License Standard <sup>2</sup></b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Office Communication Server Client Access License Enterprise <sup>2</sup></b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SQL Server Client Access License <sup>2</sup></b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Microsoft Rights Management Services</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Microsoft Forefront Security Suite</b>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

<sup>2</sup> If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

## **8. Additional Products**

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

## **9. Qualifying systems licenses.**

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

## **10. Renewal orders.**

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

**General information**

Reseller company name: SHI
Street address: (PO boxes will not be accepted) 33 Knightsbridge Road
City and State / Province and postal code: Piscataway, NJ 08854
Country: USA
Contact name:
Phone number:
Fax number:
Email address:

The undersigned confirms that the reseller information is correct.

Name of reseller
Signature
Printed name
Printed title
Date



# Escambia BoCC - Full Desktop + Core CAL ~ EA Pricing

*Pricing - Requires Amendment. Order effective date must be November-1-2010*

New Agreement

Renewal

Florida State Contract # 252-001-09-1

Product Description	Year 1			Year 2			Year 3		
	Qty	Price	Extended Price	Qty	Price	Extended Price	Qty	Price	Extended Price
<b>E CAL Suite - Platform</b>									
WinPro ALNG UpgrdSAPk MVL Pltfrm wMDOP	773	\$62.00	\$47,926.00	773	\$62.00	\$47,926.00	773	\$62.00	\$47,926.00
Core CALClient Access Lic All Lng Lic/SA Pack MVL Platform User CAL	1200	\$46.10	\$55,320.00	1200	\$50.00	\$60,000.00	1200	\$50.00	\$60,000.00
Exchange Ent CAL w Svc All Lng Lic/SA Pack MVL User CAL	200	\$26.00	\$5,200.00	200	\$26.00	\$5,200.00	200	\$26.00	\$5,200.00
Exchange Ent CAL w Svc All Lng SA MVL User CAL	1000	\$22.00	\$22,000.00	1000	\$22.00	\$22,000.00	1000	\$22.00	\$22,000.00
SharePoint Enterprise CAL All Lng Lic/SA Pack MVL User CAL	200	\$30.00	\$6,000.00	200	\$30.00	\$6,000.00	200	\$30.00	\$6,000.00
SharePoint Enterprise CAL All Lng SA MVL User CAL	1,000	\$21.50	\$21,500.00	1,000	\$21.50	\$21,500.00	1,000	\$21.50	\$21,500.00
Exchange Svr Ent All Languages SA MVL	2	\$732.60	\$1,465.20	2	\$732.60	\$1,465.20	2	\$732.60	\$1,465.20
SharePointSvr ALNG SA MVL	2	\$891.00	\$1,782.00	2	\$891.00	\$1,782.00	2	\$891.00	\$1,782.00
SQLSvrEnt ALNG SA MVL 1 Proc	4	\$4,973.20	\$19,892.80	4	\$4,973.20	\$19,892.80	4	\$4,973.20	\$19,892.80
<b>Enterprise Agreement Annual Cost</b>	<b>\$181,086.00</b>			<b>\$185,766.00</b>			<b>\$185,766.00</b>		
<b>Enterprise Agreement Total Cost</b>	<b>*This Enterprise Agreement is customized to the requirements of Escambia BoCC only*</b>								<b>\$552,618.00</b>

Prepared By: **Tom Miner**  
 Account Executive - Public Sector  
 Direct: (813) 342-8526  
 Email: Tom\_Miner@shi.com





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 2.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Supplemental Budget Amendment #69 - Payment in Lieu of Taxes  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #69 - Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc. - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #69, General Fund (001), in the amount of \$5,331,309, to recognize funds received from a Payment in Lieu of Taxes Agreement with Sacred Heart Health System, Inc., and to appropriate these funds in the current year's Budget.

**BACKGROUND:**

On December 9, 2010 the Board approved a Payment in Lieu of Taxes Agreement with Sacred Heart Health Systems. This Supplemental Budget Amendment recognizes the \$5,331,309 that will result and appropriates these funds into the General Fund.

**BUDGETARY IMPACT:**

This Supplemental Budget Amendment increases the General Fund by \$5,331,309

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

011SA069

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-          

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County and Sacred Heart Health Systems have entered into a Payment in Lieu of Taxes Agreement, and the resulting revenues must be recognized and appropriated in the current year's 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, 2011:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Payment in Lieu of Taxes/SHH	1	366xxx	\$5,331,309
<b>Total</b>			<b>\$5,331,309</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Government Agencies	001/110201	58101	5,321,151
Reserves for Operating	001/110201	59805	10,158
<b>Total</b>			<b>5,331,309</b>

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:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
# 069



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 3.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Supplemental Budget Amendment #070 - TIF Adjustments  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

### Information

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #70 - Amy Lovoy,  
Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #70, CRA Expendable Trust Fund (151) and the General Fund (001), to recognize a decrease, in the amount of \$9,286, in the General Fund transfer to the Community Redevelopment Agency - Tax Increment Finance (CRA-TIF) Districts in Escambia County and appropriate this decrease among the County's Five CRA-TIF Districts. This adjustment reflects the difference in the amount budgeted for the five County TIF Districts, the City of Pensacola TIF Districts, and the amount collected from property taxes.

#### **BACKGROUND:**

Tax Increment Financing (TIF) provides an avenue to increase property values in what is considered blighted areas within the County. The County has (5) CRA-TIF Districts they are: Warrington, Brownsville, Englewood, Palafox, and Barrancas. Each year as property values increase/decrease so does the dollar amounts that fund the special programs in these districts. The current year's decrease is due to an adjustment in the final tax roll received from the Property Appraiser for FY10/11.

#### **BUDGETARY IMPACT:**

This will decrease the CRA Expendable Trust Fund (151) by \$9,286.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Increases or decreases in funding must be approved by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#070- TIF Adjustments

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the final value certification was received from the Property Appraiser for the Escambia County TIF Areas, and these funds must be recognized and appropriated accordingly.

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, 2011:

Fund Name	Fund Number	Account Code	Amount
CRA Exendable Trust Fund General Fund	151 1		
Transfers General Fund (001)	151	381001	(\$9,286)
<b>Total</b>			<b>(\$9,286)</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Warrington/Improv. Other than Bldgs.	151/220516	56301	49,492
Brownsville/Improv. Other than Bldgs.	151/220515	56301	(19,156)
Englewood/Improv. Other than Bldgs.	151/220520	56301	(7,058)
Palafox/Improv. Other than Bldgs.	151/220517	56301	(44,774)
Barrancus/Improv. Other than Bldgs.	151/220519	56301	12,210
Transfers Out (TIF)	001/110215	59115	(9,286)
Reserves for Operating	001/110201	59805	58,053
Tax Increment Financing/ City	001/110201	54910	(48,767)
Warrington/Other Current Charges	151/220516	54901	2,475
Warrington/Improv. Other than Bldgs.	151/220516	56301	(2,475)
Brownsville/Other Current Charges	151/220515	54901	(958)
Brownsville/Improv. Other than Bldgs.	151/220515	56301	958
Englewood/Other Current Charges	151/220520	54901	(353)
Englewood/Improv. Other than Bldgs.	151/220520	56301	353
Palafox/Other Current Charges	151/220517	54901	(2,239)
Palafox/Improv. Other than Bldgs.	151/220517	56301	2,239
Barrancus/Other Current Charges	151/220519	54901	611
Barrancus/Improv. Other than Bldgs.	151/220519	56301	(611)
<b>Total</b>			<b>(9,286)</b>

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:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
# 070



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 4.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Supplemental Budget Amendment #071 - Jones Swamp Tree Harvesting  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #71 - Jones Swamp Tree Harvesting - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #71, Escambia County Restricted Fund (101), in the amount of \$17,926, to recognize proceeds from the sale of surplus timber from tree harvesting and to appropriate these funds to be used for maintenance costs at the Jones Swamp Wetland Preserve.

**BACKGROUND:**

On May 7, 2009, the Board of County Commissioners approved the sale of surplus timber from tree harvesting at the Jones Swamp Wetland Preserve. As part of the Land Management Plan, the practice of controlling forest establishment, composition, structure, and growth is required. The funds received from this sale will be used for maintenance such as repairing boardwalks, maintaining fire lines and routine maintenance. These funds must be recognized and appropriated.

**BUDGETARY IMPACT:**

This amendment will increase Fund 101 by \$17,926.

**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# 071

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County receives proceeds from the sale surplus timber at the Jones Swamp Wetland Preserve, and 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 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, 2011:**

Escambia County Restricted Fund Fund Name	101 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Jones Swamp Wetland Preserve	101	365002	\$17,926
<b>Total</b>			<b>\$17,926</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	101/2210xx (new)	53401	\$4,000
Rental & Leases	101/2210xx (new)	54401	3,000
Repair & Maintenance Services	101/2210xx (new)	54601	\$9,926
Operating Supplies	101/2210xx (new)	55201	1,000
<b>Total</b>			<b>\$17,926</b>

**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:**  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

**Supplemental Budget Amendment  
# 071**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 5.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Supplemental Budget Amendment #080 - State Homeland Security Grant Program Subrecipient Agreement  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #80 - State Homeland Security Grant Program Sub-recipient Agreement - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #80, Other Grants and Projects Fund (110), in the amount of \$69,295, to recognize proceeds from a State of Florida Homeland Security Grant Program and to appropriate these funds to be used for continued training for team members and upkeep of equipment for the Urban Search & Rescue and Hazardous Material Teams.

**BACKGROUND:**

On November 20, 2008, the Board approved the 2007-2010 State Homeland Security Grant Program Sub-recipient Agreement for Expenditure of Local Government Unit Funding for Florida. The grant provides funds for continued training and equipment for the Urban Search & Rescue and Hazardous Material Teams. This amendment recognizes and appropriates the funds.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$69,295.

**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

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**Attachments**

Hazmat Grant SBA#080

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County was awarded funds by the State of Florida Department of Financial Services and 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 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, 2011:**

Other Grants and Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Homeland Security Hazmat Grant	110	new	\$69,295
<b>Total</b>			<b>\$69,295</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Overtime	110/3302xx	51401	\$20,000
Travel & Per Diem	110/3302xx	54001	7,600
Operating Supplies	110/3302xx	55201	\$34,695
Books, Pubs & Subs	110/3302xx	55401	3,500
Training & Registration	110/3302xx	55501	3,500
<b>Total</b>			<b>\$69,295</b>

**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:**  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#080



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 6.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Amendment #1 - Service of Process  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Amendment #1 to the Contract between the State of Florida and Escambia County - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board approve Amendment #1 to the Contract between the State of Florida, Department of Revenue and Escambia County, increasing the total Contract by \$10,000, to allow additional reimbursement from the State for services of process. This Amendment will allow the County to receive an additional \$10,000 in reimbursements from the State of Florida.

**BACKGROUND:**

When the Sheriff's process servers serve child support enforcement orders, the Department of Revenue reimburses the County up to a certain amount. This amendment increases the total reimbursement to \$116,090.

**BUDGETARY IMPACT:**

This amendment will allow the County to receive an additional \$10,000 in reimbursements from the State of Florida.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Approved for form.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Service of Process Amendment

AMENDMENT No: 1

THIS AMENDMENT, entered into between the State of Florida, Department of Revenue hereafter referred to as the "Department" and, Escambia County Board of County Commissioners, hereafter referred to as the "Contractor", amends Contract # CSP17.

In accordance with Section III E (1) on page 10 of the Contract, the parties mutually agree that: The "Contract Amount" as funded by the State of Florida, Department of Revenue is increased by an additional \$10,000.00 to pay for contracted services during State Fiscal Year 2010/2011.

This contract amendment increases the amount of the contract by \$10,000.00. The value of the amended contract shall not exceed \$116,090.00, subject to the availability of funds.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level and criteria specified in the Contract.

The provisions of Chapter 287, Florida Statutes, are incorporated herein by reference.

This amendment shall begin on November 5, 2010 or the last date signed, whichever is later, and end on June 30, 2011 at midnight.

This amendment is hereby made a part of the Contract #CSP17.

IN WITNESS WHEREOF, the parties hereto have caused this one (1) page amendment to be executed by their officials thereunto duly authorized.

ATTEST: ERNE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

CONTRACTOR:  
Escambia County Board of County  
Commissioners  
  
SIGNED BY: \_\_\_\_\_  
  
NAME: Kevin W. White  
TITLE: Chairman  
  
DATE: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
  
SIGNED BY: \_\_\_\_\_  
  
NAME: Lia Mattuski  
TITLE: Director, Financial Management  
  
DATE: \_\_\_\_\_

Approved as to form and legal content  
Office of General Counsel

This document approved as to form  
and legal sufficiency.  
By: [Signature]  
Title: KCA  
Date: 12/15/10





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 7.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Contract Assignment for Escambia County Sector Plan  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Contract Assignment for Escambia County Sector Plan, PD 06-07.043 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Contract PD 06-07.043, Escambia County Sector Plan:

- A. Authorize the assignment of Contract PD 06-07.043, Escambia County Sector Plan, originally awarded to MSCW, Inc., to Vanassee Hangen Brustlin, Inc., in accordance with the terms and conditions of the Contract; and
- B. Authorize the Chairman to sign the Assignment of Agreement.

[Funding: Fund 001, General Fund, Cost Center 240206]

**BACKGROUND:**

By Board action on May 9, 2007, the Board awarded a contract to MSCW Inc. MSCW, Inc. merged with and is now a wholly owned subsidiary of Vanassee Hangen Brustlin, Inc.

**BUDGETARY IMPACT:**

Funding: Fund 001 General Fund, Cost Center 240206

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin D. Hual prepared the Assignment of the Agreement documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Contract Assignment Document

**ASSIGNMENT OF THE AGREEMENT (PD 06-07.043) BETWEEN  
ESCAMBIA COUNTY, FLORIDA AND MSCW, INC. TO VANASSE  
HANGEN BRUSTLIN, INC.**

**THIS ASSIGNMENT OF AGREEMENT WITH CONSENT** ("Assignment") is made and entered into on the \_\_\_ day of November 2010, by and among Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County") and MSCW, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 225 East Robinson Street, Suite 300, Orlando, Florida 32801 (hereinafter referred to as the "Assignor MSCW"), and Vanasse Hangen Brustlin, Inc., a foreign for-profit corporation authorized to transact business in the State of Florida, whose address is 101 Walnut Street, Watertown, MA, 02471 (hereinafter referred to as the "Assignee VHB").

**WITNESSETH:**

**WHEREAS**, the County entered into a Contract (PD 06-07.043) with Assignor MSCW on May, 24, 2007; and

**WHEREAS**, Assignor MSCW merged with and is now a wholly owned subsidiary of Assignee VHB with all such operations being assumed by Assignee VHB; and

**WHEREAS**, Assignor MSCW now desires to assign all of its rights, duties and obligations under the Contract to Assignee VHB for such assignment; and

**WHEREAS**, Assignee VHB now desires to accept an assignment of Assignor MSCW's rights, duties and obligations under the Contract.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor MSCW, and Assignee VHB hereby agree as follows:

1. The Contract is hereby assigned to Assignee VHB, and Assignee VHB accepts such assignment, and the County and Assignor MSCW consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor MSCW under the Contract shall become the right, duties and obligations of Assignee VHB immediately upon this Assignment becoming effective.

2. County, Assignor MSCW and Assignee VHB agree to the assumption of the performance of the Contract by Assignee VHB, and to the release of Assignor MSCW from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, duly authorized to execute same by Board action on \_\_\_ day of \_\_\_\_\_, 2010, and MSCW, Inc., signing by and through its President, duly authorized to execute same, and Vanasse Hangen Brustlin, Inc., signing by and through its President, duly authorized to execute same.

**COUNTY:**  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC APPROVED: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

This document approved, as to form and legal sufficiency.

(SEAL)

By: [Signature]  
Title: AVP  
Date: 11/3/10

**ASSIGNOR:**  
MSCW, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: ~~Corporate Secretary~~

By: [Signature]

By: [Signature] CLERK  
Secretary

Title: PRESIDENT

Date: 11/16/10

**ASSIGNEE:**

Vanasse Hangen Brustlin, Inc., a  
Massachusetts Corporation authorized to do  
business in the State of Florida.

ATTEST:                      Corporate Secretary

By: *[Signature]*, CLERK  
Secretary

By: *[Signature]*

Title: PRESIDENT

Date: 11/16/10



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 8.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Cantonment Athletic Park Expansion  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Cantonment Athletic Park Expansion - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.006, Cantonment Athletic Park Expansion, to Roads, Inc., of NWF, for a total amount of \$492,197.50. [Funding: Fund 352 LOST III, Cost Center 210802, Object Code 56301, Project No. 11PR0965]

**BACKGROUND:**

The Cantonment Athletic Park Expansion Improvements Project consists of the addition of 2 multi-use practice fields to the existing Cantonment Athletic Park complex located in District 5. The proposed site is currently wooded and almost completely surrounded by wetlands. The proposed site activities are associated with the FDEP wetland permit #17-0179665-002-DF. Access to the site will consist of proposed paved entrance road with a culvert structure consisting of two open bottom culverts and guardrail. The proposed site will consist of the grassed ballfields with a grass parking area and a concrete handicap parking area. Stormwater management for the site will consist of grassed swales directing runoff towards a proposed dry retention stormwater pond.

**BUDGETARY IMPACT:**

Fund 352 LOST III, Cost Center 210802, Object Code 56301, Project No. 11PR0965

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Legal Standard Form Contract D will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Parks Division that they may issue a Notice to Proceed to Roads, Inc. of NWF.

---

**Attachments**

Bid Tabulation



BID TABULATION		DESCRIPTION: Cantonment Athletic Park Expansion ITB# 10-11.006							
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 11/17/2010 Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Base Bid Total	Acknowledgement of Addenda	
NAME OF BIDDER									
Chavers Construction Inc	Yes	Yes	Yes	Yes	N/A	Yes	\$535,689.00	Yes	
Dalton Brothers Inc.	Yes	Yes	Yes	Yes	N/A	Yes	\$635,000.00	Yes	
Panhandle Grading & Paving Inc.	Yes	Yes	Yes	Yes	N/A	Yes	\$567,567.00	Yes	
Gulf Atlantic Constructors Inc	Yes	Yes	Yes	Yes	N/A	Yes	\$610,310.00	Yes	
Roads Inc of NWF	Yes	No	No	No	N/A	Yes	\$492,197.50	Yes	
The Green-Simmons Co Inc	Yes	Yes	Yes	Yes	N/A	Yes	\$626,000.00	Yes	
J B Coxwell Contracting Inc	Yes	Yes	Yes	Yes	N/A	Yes	\$653,243.57	Yes	
Gulf Equipment Corp	Yes	Yes	Yes	Yes	N/A	Yes	\$509,312.50	Yes	
Seaside Golf Development Inc	Yes	Yes	Yes	Yes	N/A	Yes	\$558,821.00	Yes	
BIDS OPENED BY:	<del>Bob Dennis</del> , Purchasing Specialist DATE: November 17, 2010								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: November 17, 2010								
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: November 17, 2010								

BOCC CAR  
DATE 01/06/2011 DATE 01/06/2011

The Purchasing Chief/Designee recommends to the BCC: To award an indefinite Quantity, Indefinite Delivery contract to Roads, Inc. of NWF for the above referenced project in a total amount of \$ 492,197.50

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Note: A "No Bid" was submitted by Perdido Grading & Paving LLC

Posted @ 11:00 a.m. CST, Tuesday, December 07, 2010

BD/abh



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 9.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Authorize release of three County Liens at 13 Linda Street  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Release of Three County Liens at 13 Linda Street - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action to assist Pensacola Habitat for Humanity, Inc., in the purchase of real property at 13 Linda Street, Account Number 07-2955-000, Reference Number 35-2S-30-6000-009-004:

A. Authorize release of two Municipal Services Benefit Unit (MSBU) Liens from 1998 and 1999, recorded in Official Records Book 4316, at Page 1650, and Official Records Book 4451, at Page 1275, respectively, in the total amount of \$516.60, and the 2010 Nuisance Abatement Lien, in the amount of \$258.59, recorded in Official Records Book 6557, at Page 1626, of the Public Records of Escambia County, Florida; and

B. Habitat for Humanity, Inc., will pay for the resolution and recording fees related to these Liens and will receive approval from the County of the design for any structure to be constructed prior to the County's release of Liens.

**BACKGROUND:**

Escambia County acquired this property through foreclosure in September 2010. The Property Appraiser's 2010 Certified Roll Assessment value for the property is \$17,575. The County does not need this property.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will handle the closing. The purchaser will pay all closing costs.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

NA

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**Attachments**

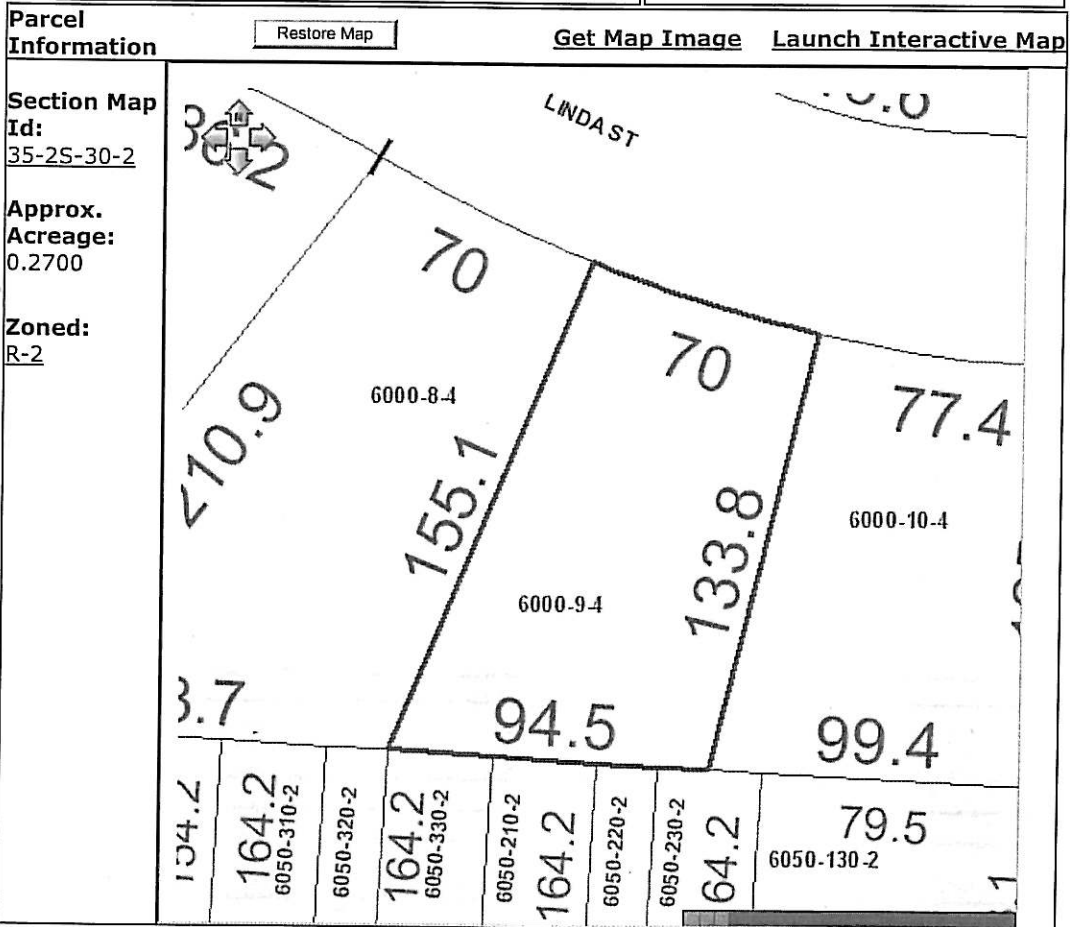
13 Linda St backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 352S306000009004 <b>Account:</b> 072955000 <b>Owners:</b> ESCAMBIA COUNTY <b>Mail:</b> 221 PALAFOX PL PENSACOLA, FL 32502 <b>Situs:</b> 13 LINDA ST 32506 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<b>2010 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$17,575 <hr/> <b>Total:</b> \$17,575 <b>Save Our Homes:</b> \$0 <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1 Calculations</a></p>																																				
<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/01/2010</td> <td>6632</td> <td>943</td> <td>\$100</td> <td>CT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>04/1998</td> <td>4664</td> <td>1158</td> <td>\$100</td> <td>OT</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>10/1982</td> <td>1692</td> <td>596</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1969</td> <td>481</td> <td>173</td> <td>\$13,700</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1968</td> <td>400</td> <td>230</td> <td>\$13,500</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/01/2010	6632	943	\$100	CT	<a href="#">View Instr</a>	04/1998	4664	1158	\$100	OT	<a href="#">View Instr</a>	10/1982	1692	596	\$100	QC	<a href="#">View Instr</a>	01/1969	481	173	\$13,700	WD	<a href="#">View Instr</a>	01/1968	400	230	\$13,500	WD	<a href="#">View Instr</a>	<b>2010 Certified Roll Exemptions</b> None <hr/> <b>Legal Description</b> LOT 9 BLK 4 DELUNA PARK PB 3 P 20 OR 6632 P 943 <hr/> <b>Extra Features</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																	
09/01/2010	6632	943	\$100	CT	<a href="#">View Instr</a>																																	
04/1998	4664	1158	\$100	OT	<a href="#">View Instr</a>																																	
10/1982	1692	596	\$100	QC	<a href="#">View Instr</a>																																	
01/1969	481	173	\$13,700	WD	<a href="#">View Instr</a>																																	
01/1968	400	230	\$13,500	WD	<a href="#">View Instr</a>																																	



**Buildings**

**Images**



03/18/03

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**

**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Use numeric selection labels    **Record Search**  
 Download Selection Data (1 row)

**Reference:** 35-2S-30-6000-009-004  
**Account:** 07-2955-000  
**Section Map:** 35-2S-30-2  
**Situs:** 13 LINDA ST  
**Subdivision:**  
 DELUNA PARK PB 3 P 20  
**Owner:** ESCAMBIA COUNTY  
**Mailing Address:**  
 221 PALAFOX PL  
 PENSACOLA, FL 32502  
**Last Sale:** 9/1/2010, \$100  
**Property Use:** VACANT RESIDENTIAL  
**Approx. Acreage:** 0.2700  
**Building Count:** 0  
**Total Heated Area:** 0  
**Zoned:** R-2



Print Tool     Copy Map Image

Include radius in selection (5280 ft max)  
 ft  
 Radius is used only with single parcel selection

**Lookup Options:**  
 Auto Select  
 Lookup Results

Reference Nbr:

**Ex: 012N33444455666**

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA  
CIVIL ACTION**

ESCAMBIA COUNTY  
Plaintiff

CASE NO. 2010 CA 000777

VS.

ANNA BELLE STOUGH, et al.  
Defendant

**CERTIFICATE OF TITLE**

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on August 12, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

**Lot 9, Block 4, Deluna Park, a re-subdivision of Adkinson  
Place, a subdivision of a portion of Section 35, township 2  
South, Range 30 West, as recorded in Plat Book 3 at page  
20 of the Public Records of Escambia County, Florida.**

was sold to ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 1 day of September, 2010



Ernie Lee Magaha  
Clerk of the Circuit Court

BY: Cheri L. High

Deputy Clerk

Case: 2010 CA 000777



00072645821

Dkt: CA1173 Pg#:

\$100<sup>00</sup>

OR BK 4316 PG1650  
Escambia County, Florida  
INSTRUMENT 98-531956  
RCD Oct 05, 1998 02:52 pm  
Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-531956

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: **STOUGH BUFORD A &  
ANNA BELLE  
PO BOX 36122  
PENSACOLA FL 32516-6122**

ACCT.NO. 07 2955 000 000  
AMOUNT \$411.40

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

LOT 9 BLK 4  
DELUNA PARK PB 3 P 20  
OR 481 P 173  
OR 1692 P 596

PROP.NO. 35 2S 30 6000 009 004

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$411.40. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payments thereof may be accomplished by any other method authorized by law.

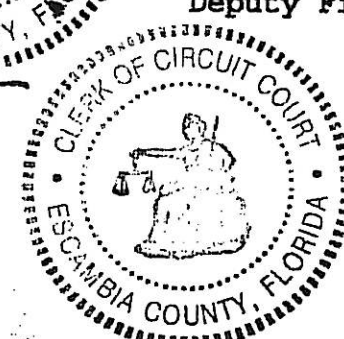
Date: 09/04/1998



Ernie Lee Magaha  
Clerk of the Circuit Court

Wanda M. McBrearty  
Deputy Finance Director

Ernie Lee Magaha  
Clerk of the Circuit Court  
By: *George B. Donnelly*  
Deputy Clerk





RCD Aug 11, 1999 07:52 am  
Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-643170

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: STOUGH BUFORD A & ANNA	ACCT.NO. 07 2955 000 000
BELLE	
P O BOX 36122	AMOUNT \$35.20
PENSACOLA FL 32516	

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for the fiscal year October 1, 1998 through September 30, 1999 plus a 10% penalty charge against real property, more particularly described as:

LOT 9 BLK 4  
DELUNA PARK PB 3 P 20  
OR 481 P 173  
OR 1692 P 596

PROP.NO. 35 2S 30 6000 009 004

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$35.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

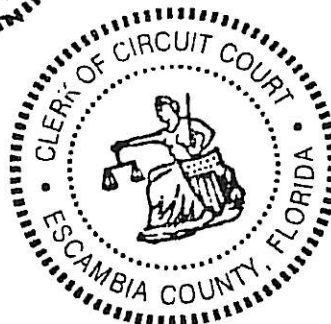
This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

Date: 05/24/1999



Ernie Lee Magaha  
Clerk of the Circuit Court  
by *Wanda M. McBrearty*  
Wanda M. McBrearty  
Deputy Finance Director

Ernie Lee Magaha  
Clerk of the Circuit Court  
*Georganne B. Donnelly*  
Deputy Clerk



**Dianne D. Taylor**

**From:** Brenda Robinson [brobinson@escambiaclerk.com]  
**Sent:** Monday, December 13, 2010 10:16 AM  
**To:** Dianne D. Taylor  
**Subject:** Re: 13 Linda St MSBU liens  
Diane -

You add \$30 to the amount listed on the lien. These do not accrue interest.

Brenda B. Robinson  
Director, Judicial Services  
Official Records Division  
Ernie Lee Magaha  
Clerk of Circuit Court & Comptroller  
(850) 595-3937  
(850) 595-4827 (fax)

----- Original Message -----

**From:** Dianne D. Taylor  
**To:** 'Brenda Robinson'  
**Sent:** Monday, December 13, 2010 8:22 AM  
**Subject:** 13 Linda St MSBU liens

Good Morning Brenda,  
Could you please send me a copy of payoff for the 2 following MSBU liens?  
Thanks.

Book 4316 at page 1650 [\$411.40]  $\$30 = \$441.40$   
Book 4451, at page 1275 [\$35.20]  $\$30 = \$75.20$  }  $\$516.60$

*Dianne Taylor*  
Escambia County BOCC  
Management & Budget Services Bureau  
221 Palafox Place  
Pensacola, FL 32502  
Voice: 850-595-4996  
Email: [dianne\\_taylor@co.escambia.fl.us](mailto:dianne_taylor@co.escambia.fl.us)

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.



**ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
2008 NUISANCE ABATEMENT LIEN  
PAYOFF**

**OFFICIAL RECORDS**  
P.O. Box 333  
Pensacola, FL 32591-0333  
*Check payable to Ernie Lee Magaha,  
Clerk Of The Circuit Court*

County Courthouse Bldg.  
223 Palafox Place, Room 103  
Pensacola, FL 32501-5844  
850-595-3930  
FAX 850-595-4827

Date Of Lien

Recording Fee

Official Records Book:  Page:

Foreclosure

Original Principal  Date Of Payoff

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
\$200	306	\$16.09	\$18.50	\$10.00	\$7.00	\$7.00	\$258.59

This document prepared by:  
Escambia County, Florida  
Environmental Enforcement Division  
6708 Plantation Rd.  
Pensacola, FL 32504  
(850) 471-6160

CE08-12-00071

**NOTICE OF LIEN  
(Nuisance Abatement)**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Estate of Anna Belle Stough, and located at 13 Linda St. and more particularly described as:

PR# 352S306000009004

LOT 9 BLK 4 DELUNA PARK PB 3 P 20 OR 481 P 173 OR 1692 P 596 OR 4664 P 1158

A field investigation by the Office of Environmental Enforcement was conducted on October 6, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196 (a), (b) and (d)

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	\$200.00
Administrative costs	<u>\$ 18.50</u>
Total	\$218.50

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30<sup>th</sup> 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

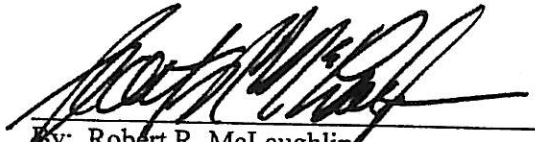
of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 29<sup>th</sup> day of January 2010 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Susan Hendrix  
Print Name Susan Hendrix

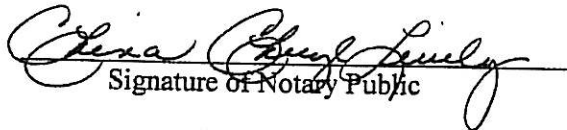
Witness Tonya Green  
Print Name Tonya Green

  
By: Robert R. McLaughlin,  
County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2010, by Robert R. McLaughlin, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He  is personally known to me, or  has produced current \_\_\_\_\_ as identification.

CHINA CHERYL LIVELY  
Notary Public-State of FL  
Comm. Exp. Sept. 29, 2011  
Comm. No. 00684413

  
Signature of Notary Public

CHINA CHERYL LIVELY  
Printed Name of Notary Public

(Notary Seal)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 10.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** State of Florida Division of Emergency Management Federal Fiscal Year 2010 Homeland Security Grant Program Award  
**From:** Mike Weaver  
**Organization:** Public Safety  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2010 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2010 Homeland Security Grant Program award, allocating to Escambia County a Grant in the amount of \$62,997, for the period of August 1, 2010, through January 31, 2013:

- A. Approve the FDEM Award Letter allocating funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459, Domestic Security Grant;
- B. Authorize the Chairman to sign the Grant Award Letter; and
- C. Authorize the County Administrator to execute the subsequent Grant Agreement.

**BACKGROUND:**

As Federal Domestic Security Funds filter down to the local governments, Escambia County is being provided a grant in the amount \$62,997 from the Fiscal Year 2010 Homeland Security Grant Program to implement various planning, exercise, and training activities in the effort to improve domestic security preparedness for Escambia County. The grant has no local match requirement. Funds must be expended by January 31, 2013.

**BUDGETARY IMPACT:**

Federal funds are designed as a reimbursement program to the Escambia County Emergency Management Division for costs associated with eligible domestic security planning, training, and exercise activities. There is no local match requirement. The funds will be identified in Fund 110, Cost Center 330459.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the award letter and approved it as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

FDEM requires the Board Chairman to sign the Award Letter and Board of County Commissioners' policies require grant contracts and signature authorization be approved by it.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Emergency Management Division Manager, will oversee implementation upon approval of the Award Letter and subsequent agreement.

Coordination of this grant will be between the FDEM, Escambia County Emergency Management Division, and any additional organizations or agencies identified in the grant implementation process.

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**Attachments**

Award Letter



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST  
Governor

DAVID HALSTEAD  
Director

November 19, 2010

**SUBGRANTEE:** Escambia County

ISSUE NUMBER	PROJECT TITLE	FINAL ALLOCATION
10	Post Disaster Redevelopment Plan	\$43,497.00
10	E Team	\$4,500.00
10	Exercise Program (Functional)	\$15,000.00

**GRANT PERIOD:** August 1, 2010 – January 31, 2013 **AWARD TOTAL:** \$62,997.00

**FEDERAL GRANT NO:** 2010-SS-T0-0092

**STATE AGREEMENT NO:** Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2010 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

**Payment of Funds:** This Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

**Supplantation:** The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**Conditions:** I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty-month (30) period.



## SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

### **A. Administrative Requirements**

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

### **B. Cost Principles**

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

### **C. Audit Requirements**

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program (HSGP) guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. A. Provision applicable to a recipient that is a private entity.
  1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b. Procure a commercial sex act during the period of time that the award is in effect;or

- c. Use forced labor in the performance of the award or subawards under the award.
    2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
      - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
      - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
        - i. Associated with performance under this award; or
        - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- C. Provision applicable to any recipient.
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.
6. Definitions. For purposes of this award term:
  1. "Employee" means either:
    - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity" means:
    - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
    - b. Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).
7. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security

Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

ACCEPTANCE FOR THE SUBGRANTEE:

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Kevin W. White, Chairman

Date BCC Approved: \_\_\_\_\_  
Date BCC Executed: \_\_\_\_\_

ATTEST: Ernie lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Signature of State Administrative Agency Date BCC

This document approved as to form  
and legal sufficiency  
By *Dustin H. [Signature]*  
Title HCF  
Date 11/22/10



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 11.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Issuance of a Purchase Order on Contract PD 05-06.048, "Purchase of Ambulances"  
**From:** Mike Weaver  
**Organization:** Public Safety  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Issuance of a Purchase Order on Contract PD 05-06.048, Purchase of Ambulances – Michael D. Weaver, Public Safety Bureau Chief

That the Board authorize the issuance of a Purchase Order to Horton Emergency Vehicles, in the amount of \$609,984, on Contract PD 05-06.048, "Purchase of Ambulances", for the purchase of three 2011 Navistar ambulances, Model 603A. [Funding Source: Fund 352 – LOST III, Project No. 08PS0028 – Ambulances, Cost Center 330435, Account 56401]

**BACKGROUND:**

This planned purchase of ambulances is necessary to guarantee deployment of the most reliable and safest emergency vehicles. The life expectancy of these vehicles will vary contingent upon mileage, maintenance history, usage conditions, etc., but, ideally, they should be replaced every three to four years. The aggressive maintenance program for our vehicles enables Public Safety to achieve the maximum life expectancy of each vehicle in its fleet. This purchase will allow replacement of three ambulances: Unit 15 (PN #52616) and Unit 17 (PN #52618), both acquired November 2003, and Unit 18 (PN #53011), acquired May 2004.

**BUDGETARY IMPACT:**

Funding for this purchase was allocated in the FY 2010/2011 budget in Fund 352 (LOST III), Cost Center 330435.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

This has been coordinated with Purchasing Manager Claudia Simmons. Trisha Pohlmann, Public Safety Business Operations Manager, will coordinate preparation/implementation of the necessary documents.

---



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 12.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** County's Acceptance of Property for Road Rights-of-Way and Drainage Improvements on Nicholson Drive  
**From:** Joy D. Blackmon, P.E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the County's Acceptance of Property for Road Rights-of-Way and Drainage Improvements on Nicholson Drive - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning acquisition of property by donation for road rights-of-way and drainage improvements on Nicholson Drive:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the acquisition of property by donation for road rights-of-way and Easements, located on or adjacent to Nicholson Drive, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for road rights-of-way and drainage Easements, and the County benefits from these acquisitions because they facilitate the installation of road and drainage improvements, which will result in a more efficient and safer roadway, which will enhance the quality of life for the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the acquisition of these properties; which includes, but is not limited to, a title search, documentary stamp tax and recording of documents; and
- D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Deeds or 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, subject to Legal review and sign-off.

[Funding Source: Fund 351, LOST II, Account 210105/56101/56301, Project #05EN1605, "Nicholson Drive"]

**BACKGROUND:**

Nicholson Drive is a County maintained road of varying width, which extends north off Molino Road for approximately 4,000 feet. The southerly 2,000 feet, which lies between Molino Road and Bet Raines Road is unpaved. Due to limited right-of-way in some areas and to facilitate a proposed paving and drainage project for this portion of Nicholson Road, will require the acquisition, by donation, of additional property for road rights-of-way or easements. Board approval is required to authorize staff to proceed with the acquisitions, and for the Board's acceptance of the acquired rights-of-way and easements.

**BUDGETARY IMPACT:**

Funds for incidental expenses associated with these projects are available in Fund 351, LOST II, Account 210105/56101/ 56301, Project #05EN1605 "Nicholson Drive."

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Deed and Easement forms to be used in the acquisition process have been previously approved by the County Attorney's Office.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

After Board approval to start the acquisition process, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Once Board approval is granted, staff will proceed with the acquisition of required road rights-of-way and easements associated with this project.

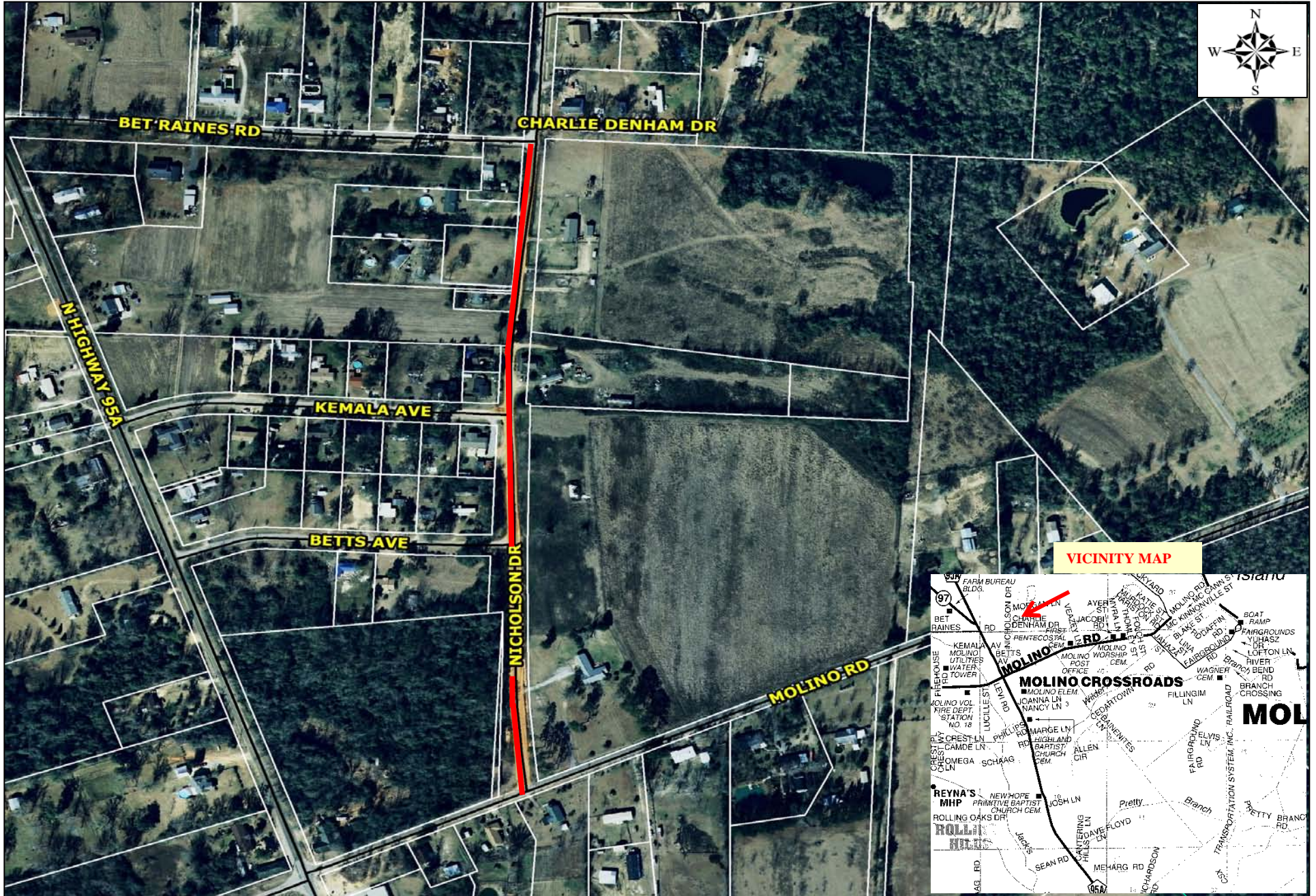
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**Attachments**

Map



# RIGHTS-OF-WAY AND DRAINAGE IMPROVEMENTS ON NICHOLSON DRIVE



ESCAMBIA COUNTY  
PUBLIC WORKS BUREAU  
LWG 08/10/10 DISTRICT 5

**— DIRT PORTION OF NICHOLSON DRIVE (R/W VARIES)**



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 13.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** General Paving, Drainage and Resurfacing Pricing Agreement  
**From:** Joy D. Blackmon, P.E.  
**Organization:** Public Works  
**CAO Approval:**

---

### Information

#### **RECOMMENDATION:**

Recommendation Concerning General Paving, Drainage, and Resurfacing Pricing Agreement 2010 - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board authorize the issuance of individual or Blanket Purchase Orders, per PD 07-08.134, "General Paving, Drainage, and Resurfacing Pricing Agreement", in accordance with Chapter 46 of the Escambia County Code of Ordinances, to the following list of contractors in Fiscal Year 2010/2011, to be issued for the Public Works Bureau - Infrastructure/Engineering Division, not to exceed \$2,000,000 in total:

APAC Mid-South, Inc.  
Gulf Atlantic Constructors, Inc.  
Panhandle Grading and Paving, Inc.  
Pensacola Concrete Construction Co.  
Roads, Inc., of NWF  
Starfish, Inc., of Alabama

[Funding Source: Fund 001, "General Fund", Account 211106/56301 - Santa Rosa Island Drainage Improvements]

#### **BACKGROUND:**

This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000.00 with no more than the value of a project exceeding 10% in Balance of Line (BOL) items. This solicitation meets the intent of Florida Statutes relating to competitive sealed bids of road paving, drainage and resurfacing while allowing for the expedition of award for such contracts.

#### **BUDGETARY IMPACT:**

Funding is available in Fund 001 "General Fund", Account 211106/56301 - Santa Rosa Island Drainage Improvements.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration was required.

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-64 requires Board approval of contracts of \$50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

N/A.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 14.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Purchase of Real Property Located at 1664 Eagle Terrace in Brookhollow Subdivision from Ronald E. and Theresa Maloy Schaefer  
**From:** Joy D. Blackmon, P.E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Real Property Located at 1664 Eagle Terrace, in Brookhollow Subdivision from Ronald E. and Theresa Maloy Schaefer - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action regarding the purchase of a parcel of real property located at 1664 Eagle Terrace, in Brookhollow Subdivision (approximately 0.58 acres) from Ronald E. and Theresa Maloy Schaefer:

- A. Authorize the purchase of a parcel of real property (approximately 0.58 acres) from Ronald E. Schaefer and Theresa Maloy Schaefer, for the appraised value of \$37,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and
- B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the purchase, without further action of the Board.

[Funding Source: Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455]

**BACKGROUND:**

Meeting in regular session on September 17, 2009, the Board approved the recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for a parcel of property located in the Brookhollow Subdivision. This area in Brookhollow Subdivision at the intersection of Ten Mile Road and Haley Lane and the intersection of Haley Lane and Eagle Street has a history of stormwater drainage problems. The acquisition of this property will facilitate design of corrective measures to eliminate the drainage problems. Ronald E. Schaefer and Theresa Maloy Schaefer own a vacant parcel of property located at 1664 Eagle Terrace in Brookhollow Subdivision (approximately 0.58 acres) and have indicated a willingness to sell. Staff had an appraisal performed by Brantley & Associates, dated December 9, 2009, which placed a value of \$37,000 on the property. The property owners have indicated to staff that they are amendable to this appraised value. Meeting in regular session on April 22, 2010, the Board authorized staff to make an offer to purchase the Schaefer's property

for the appraised value of \$37,000. Mr. and Mrs. Schaefer have agreed to the offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board authorization to proceed with this acquisition.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on December 3, 2010. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

---

**Attachments**

Contract for Sale and Purchase

Acquisition Checklist

Board Action 09/17/09

Board Action 04/22/10

Parcel Information

Appraisal

Map

## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between THERESA MALOY SCHAEFER AND RONALD E. SCHAEFER, as Trustees of that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as Trustees, whose address is 3645 Molaree Drive, Pensacola, FL 32503 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2010.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Thirty Seven Thousand Dollars (\$37,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer  
Real Estate Division  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLER:

Ronald E. and Theresa Maloy Schaefer  
3645 Molaree Drive  
Pensacola, Florida 32503

WITH A COPY TO:

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey



and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

~~Ernie Lee Magaha, Clerk~~  
Kevin W. White, Chairman

Deputy Clerk

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

SELLER:

Kimberlee Walker

Witness  
Kimberlee Walker

Print Name

Theresa Maloy Schaefer

Theresa Maloy Schaefer, as Trustee for that Certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as Trustees

Witness  
Shandula Williams

Print Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of November, 2010, by Theresa Maloy Schaefer, as Trustee for that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as

5

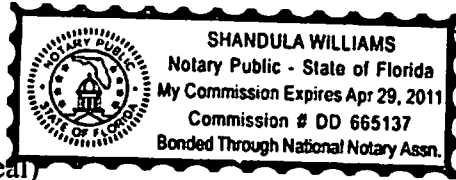
This document approved as to form and legal sufficiency.

By [Signature]

Title Avh County Attorney

Date Dec. 3, 2016

Trustees, who ( ) is personally known to me, or (✓) produced current FL Driver License as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public

Shandula Williams  
Printed Name of Notary Public

[Signature]  
Witness

Dianne Simpson  
Print Name

[Signature]  
Witness

Elizabeth A. Larrieu  
Print Name

**SELLER:**

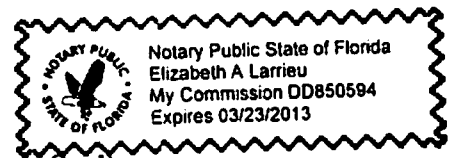
[Signature]  
Ronald E. Schaefer, as Trustee of

that certain Trust by and between  
Theresa Maloy Schaefer as Grantor and  
Theresa Maloy Schaefer and Ronald E. Schaefer  
as Trustees

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of October, 2010, by Ronald E. Schaefer, as Trustee for that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as Trustees, who ( ) is personally known to me, or (✓) produced current FL Drivers License as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public

Elizabeth A. Larrieu  
Printed Name of Notary Public

**EXHIBIT "A"**

Lot 29, Block A, Brookhollow Subdivision according to plat recorded in Plat Book 10 at Page 1 of the public records of Escambia County, Florida.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 21-1N-30-3500-029-001

County Administrator (or designee) - Appraisals  
 Appraiser (1): Brantley + Associates  
 Date of appraisal: 12-9-2009  
 Appraised value: \$37,000  
 Received by: J Cantrell  
 Comments: \_\_\_\_\_

Appraiser (2): N/A  
 Date of appraisal: \_\_\_\_\_  
 Appraised value: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

County Administrator (or designee) - Environmental Site Assessments  
 Date of Phase I: Transactional Screen 4/9/2010  
 Received by: Debra Butler  
 Comments: NO items of Environmental Concern  
 Date of Phase II: N/A  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Facilities Management Department - Property Inspection  
 Inspected by: vacant lot  
 Date: \_\_\_\_\_  
 Comments: (see attached)

Risk Management Department - Property Inspection  
 Inspected by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comments: (See attached)

Engineering Department - Review of Survey or Boundary Map  
 Completed by: Rick Colocado  
 Date: 12-15-10  
 Comments: CERTIFIED BOUNDARY SURVEY TO BE PROVIDED AT A LATER DATE AS PER R.E.A.D INFORMATION

Office of Management and Budget - Verification of Funding Source  
 Funding source: Fund 351, Lost 11, Account 210105/56101/56301,  
 Verified by: Project 10EN0275 and Fund 352, Lost 111, Account  
 Date: 210107/56101/56301, Project 10EN0455  
 Comments: \_\_\_\_\_

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)  
 Reviewed by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_



**Checklist for Acquisition of Real Property**

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

**Property Location/Identification:** BROOKHOLLOW S/D / SCHAEFER PROPERTY MAY 2010

**County Administrator (or designee) - Appraisals**

**Appraiser (1):** \_\_\_\_\_  
**Date of appraisal:** \_\_\_\_\_  
**Appraised value:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Appraiser (2):** \_\_\_\_\_  
**Date of appraisal:** \_\_\_\_\_  
**Appraised value:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**County Administrator (or designee) - Environmental Site Assessments**

**Date of Phase I:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Date of Phase II:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Facilities Management Department - Property Inspection**

**Inspected by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Risk Management Department - Property Inspection**

**Inspected by:** Marcus Faulkner  
**Date:** 5-27-2010  
**Comments:** No noticeable concerns observed by Risk Management

**Engineering Department - Review of Survey or Boundary Map**

**Completed by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Office of Management and Budget - Verification of Funding Source**

**Funding source:** \_\_\_\_\_  
**Verified by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)**

**Reviewed by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

## Judy Cantrell

---

**From:** David Wheeler  
**Sent:** Tuesday, May 25, 2010 9:49 AM  
**To:** Judy Cantrell  
**Cc:** Marcus Faulkner  
**Subject:** RE: Checklist/Acquisition

Judy,

Facilities Management is not required to perform inspections on properties without permanent structures. You can include this email with the checklist.

David W. Wheeler, CFM  
Deputy Bureau Chief  
Escambia County Facilities Management Branch  
Office 850-595-3190  
Fax 850-595-3192

**From:** Judy Cantrell  
**Sent:** Tuesday, May 25, 2010 8:24 AM  
**To:** David Wheeler; Marcus Faulkner  
**Subject:** Checklist/Acquisition

Good Morning:

I have attached a checklist, map and parcel information for four vacant parcels the county will be acquiring for storm water retention. Please check for any concerns you may have and return the signed checklist to me. If you need additional information or have questions, please let me know.

Thanks  
Judy Cantrell  
Public Works Bureau  
Real Estate Acquisition Department  
595-3421



## Department of Solid Waste Management

13009 Beulah Road  
Cantonment, Florida 32533-8831  
Phone: 850.937.2160  
Fax: 850.937.2152



*Sandra Prince Jennings, E.I., Director*

### ENVIRONMENTAL SITE ASSESSMENT ASTM E- 1528 STANDARD PRACTICE For LIMITED TRANSACTIONAL SCREENING

### BROOKHAVEN SUB-DIVISION

Parcel 1 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-005-002
Parcel 2 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-006-002
Parcel 3 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-007-002
Parcel 4: R.E. & T.M. Maloy	Ref 21-1N-30-3500-029-001

**Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan, Trustees  
And**

**R. E. & T. M. Maloy, Trustees**

**April 9, 2010**

**PREPARED  
For**

**READ, Escambia County Public Works  
1190 West Leonard Street  
Pensacola, Florida 32501**



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## **1.0 Executive Summary**

A Transaction Screen Environmental Sites Assessment was conducted between March 26, 2010 and April 12, 2010 on four (4) parcels of property located in Brook hollow Subdivision located north of 10-mile Road on Haley and Eagle terrace. The parcels are owned and managed by trustees of the Pensacola Bar and Harbor Pilots. Trustees of this plan are R.E. & T.M. Maloy of Pensacola. One parcel is deeded directly to the Trustees. The parcels are:

Parcel 1 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-005-002
Parcel 2 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-006-002
Parcel 3 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-007-002
Parcel 4: R.E. & T.M. Maloy	Ref 21-1N-30-3500-029-001

The Transaction Screen was conducted in accordance with ASTM Designation E-1528-06 Standard Practice for Environmental Site Assessment.

A diligent search for existing environmental records was unproductive. An aerial photograph was located dated 1951. The photo supports the interview data provided by the owners that the site and surrounding properties were utilized in a combination of pasture and light agriculture. There is no evidence of cattle dips, illegal dumping or other activities that would contribute to any type of hazardous materials in the area. The presence of environmental hazards on the site is non-existent or at a minimum.

The search was limited due to the lack of historical data. An on-site inspection of the subject parcel was conducted in search of visual or physical evidence that might indicate potential contaminants. The inspection failed to identify any areas of environmental concern.

## **2.0 INTRODUCTION**

### **2.1 Purpose**

Escambia County is seeking to acquire 4 Parcels in the Brookhollow Subdivision stormwater control measures.

### **2.2 Special Terms and Conditions**

Historical data on these three parcels is sufficient to state that there is no evidence supporting a cause for concern that environmental hazards exist now or in the past.

### **2.3 Limitations and Exceptions of Assessment**

ASTM E 1528-06 – Transactional Screen is designed “for low risk sites where CERCLA liability is not a concern.”

### **2.4 Limiting Conditions and Methodology Used**

The information contained in this report has been obtained from publicly available sources and physical inspection of the properties. The accuracy of this report is limited to the scope of materials available. There is no available history for the parcel other than it has been a combination of pasture and minor agricultural use.

## **3.0 SITE DESCRIPTION**

### **3.1 Location and Legal Description**

Property location: Parcels 1,2,&3 are contiguous at the intersections of W 10 mile road, Haley Lane, and Eagle Street in the Brookhollow Subdivision. Parcel 4 is located nearby on Eagle Terrace.

Property Reference:

Parcel 1 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-005-002
Parcel 2 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-006-002
Parcel 3 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-007-002
Parcel 4: R.E. & T.M. Maloy	Ref 21-1N-30-3500-029-001

Account Numbers:

Parcel 1:	Acct 11056320
Parcel 2:	Acct 11056325
Parcel 3:	Acct 11056330
Parcel 4:	Acct 110565150

### **3.2 SITE AND VICINITY CHARACTERISTICS**

All four parcels are depressional in nature relative to the elevation of the subdivision. There is evidence of stream channeling and occasional overbank flows in major storm events. The parcels are inter-connected by their common characteristic of low elevations.

### **3.3 Descriptions of Structures, Roads, and other improvements to sites**

The sites are undeveloped and in a recorded subdivision where all are lots of record. Parcel 1 faces West Ten mile Road, Parcel 2 is on the NE corner of West Ten mile Road and Haley Lane, and Parcel 3 is on the NE corner of Eagle Street and Haley lane. Parcel 4 is nearby on Eagle Terrace.

### **3.4 Current Uses of the Property**

Unimproved residential lots

### **3.5 Past uses of the Property**

The property has no uses listed other than pasture and possibly agriculture

### **3.6 Current and Past Uses of Adjoining Property**

The adjoining parcels are lots of record in a recorded subdivision

### **3.7 Site Map**

Appendix A

## **4.0 RECORDS OF REVIEW**

4.1 Standard Environmental Record Sources

4.2 Physical Setting Sources

4.3 Historical Use Information

4.4 Additional Records Source

None available

## **5.0 INFORMATION FROM SITE RECONNAISSANCE AND INTERVIEWS**

Mr. Ronald Maloy related to the interviewer that the Harbor Pilots, Inc. had invested in the sites to enhance the Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan fund. The Pension Plan invested in the properties approximately in 1989-1. During that time Mr. Maloy served with the harbor Pilots as a ship's Captain and had the task of occasionally monitoring the parcels in Brookhollow SD. To his knowledge the site were never disturbed nor was debris discharged to the parcels. Over time the development of the area directed additional stormwater to the area and these parcels were affected He was contacted by a person from Escambia County and asked if the lots could be purchased.. He is currently dealing with the County and expects to come to an agreement.

- 5.1 Storage Tanks**  
None
- 5.2 Physical Setting Analysis**  
Vacant parcels in a recorded subdivision
- 5.3 Other Areas of Concern**  
None
- 5.4 Site Plan**  
N.A.

**6.0 FINDING AND CONCLUSIONS**

There is no evidence or indications the three parcels identified in this ESA Transactional Screen has or exhibits any characteristics of "potential environmental concern."

**7.0 SIGNATURE PAGE**

*Doyle Butler*      4/12/10

Doyle Butler  
Engineering and Environmental Coordinator  
NCSB  
Solid Waste Management

**8.0 QUALIFICATIONS OF PREPARER**

BS - Environmental Resources and Management, UWF  
MA - Public Administration, TSU  
Formal training in conduction ESA's UNF  
Twenty years experience in environmental disciplines

**APPENDICES**

- APPENDIX A      Maps and Site Location
- APPENDIX B      Ownership
- APPENDIX C      Aerial Photography
- APPENDIX D      Interview Documentation and Transactional Screen

# APPENDIX

## A

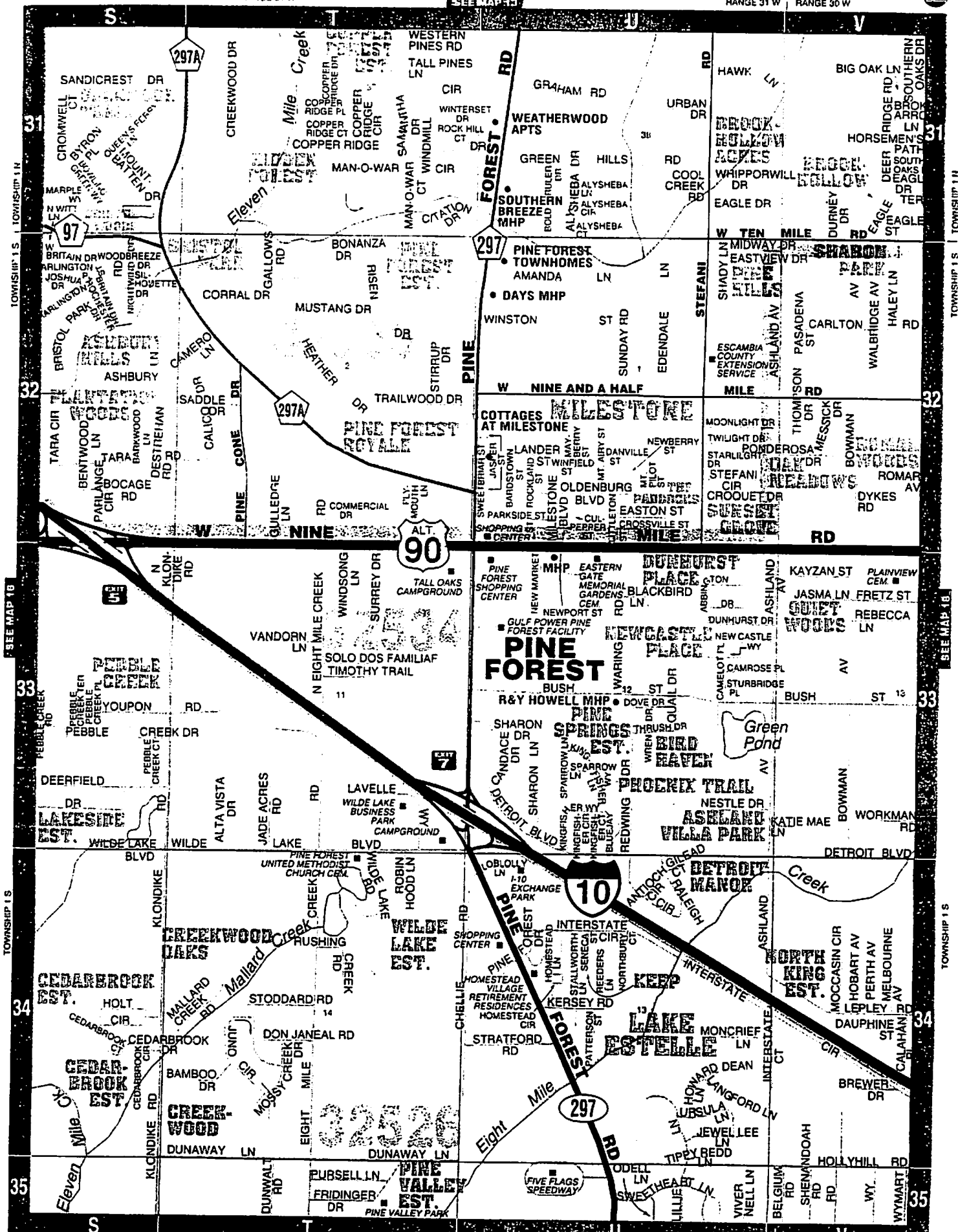
### Maps and Site Location

# PINE FOREST, LAKE ESTELLE, MILESTONE

RANGE 31 W

SEE MAP 17

RANGE 31 W RANGE 30 W



# APPENDIX

## B

### Ownership and Historical Documents



**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500005002
<b>Account:</b>	110565320
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1718 W TEN MILE RD
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<i>Save Our Homes:</i>	\$0
Disclaimer	
<u>Amendment 1 Calculations</u>	

Sales Data				
Sale Date	Book Page	Value	Type	Official Records (New Window)
08/1987	2445 0305	\$200,000	WD	<a href="#">View Instr</a>
02/1987	2353 0364	\$172,000	WD	<a href="#">View Instr</a>
09/1986	2277 0977	\$136,300	WD	<a href="#">View Instr</a>
10/1981	1583 0322	\$138,800	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court				

2009 Preliminary Roll Exemptions
None

Legal Description
LT 5 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305

Extra Features
None

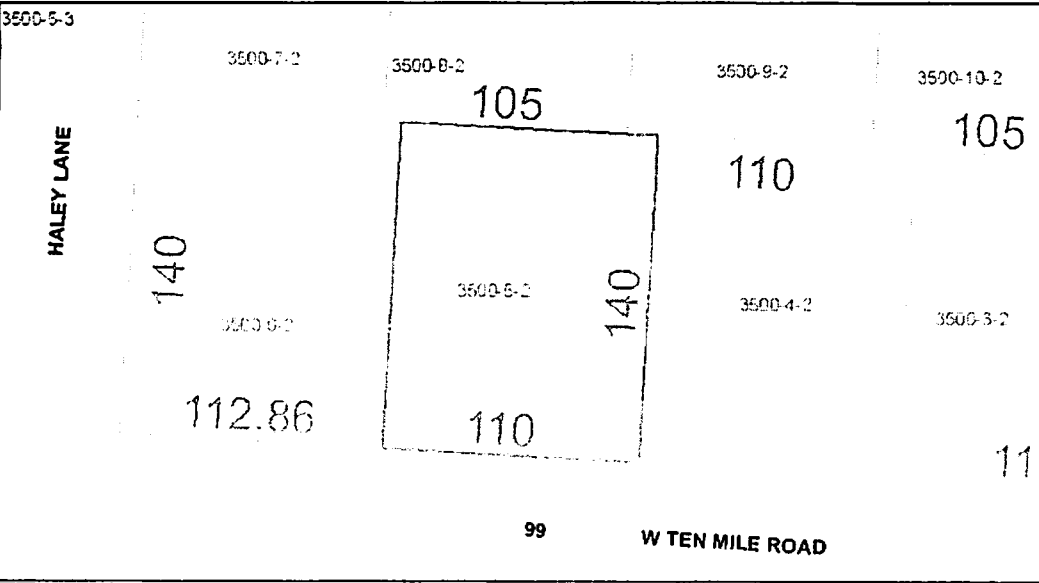
**Parcel Information**

[View Online Map](#)

**Section Map Id:**  
21-1N-30-2

**Approx. Acreage:**  
0.3500

**Zoned:**  
V-3



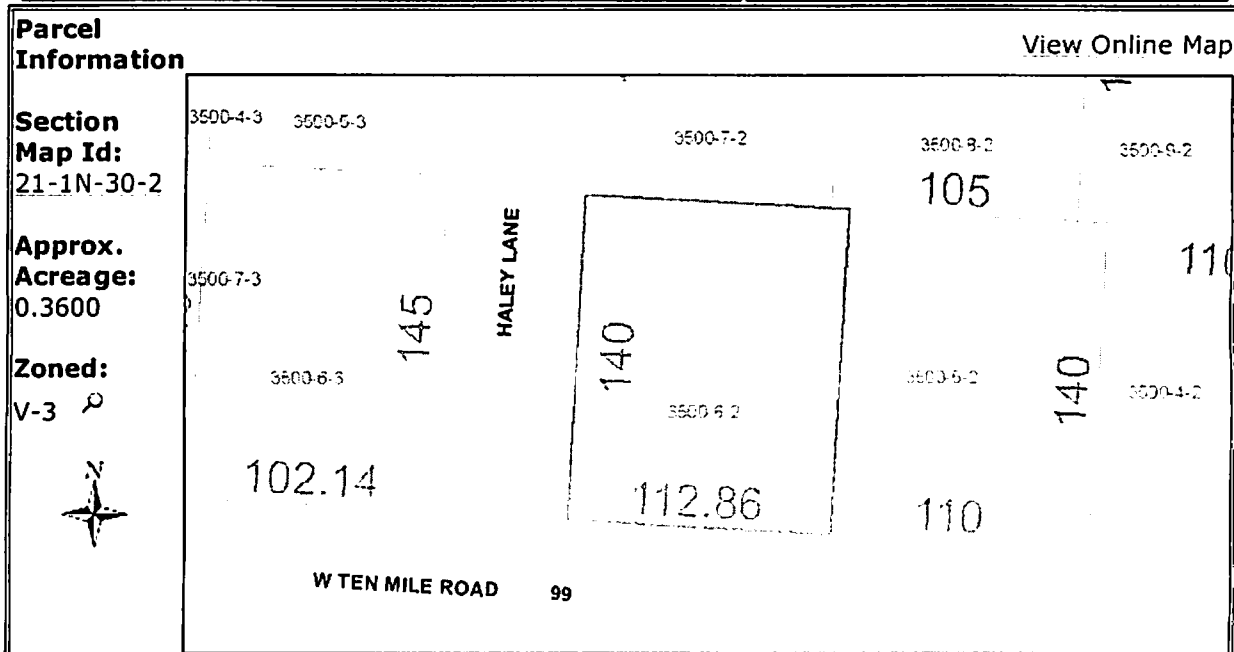
PARCEL 2

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 211N303500006002 <b>Account:</b> 110565325 <b>Owners:</b> PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN <b>Mail:</b> 3645 MOLAREE DR PENSACOLA, FL 32503 <b>Situs:</b> 1700 W 10 MILE RD BLK <b>Use Code:</b> VACANT RESIDENTIAL <input type="checkbox"/> <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	<b>2009 Preliminary Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$19,000 <b>Total:</b> \$19,000 <i>Save Our Homes:</i> \$0  Disclaimer  <b>Amendment 1 Calculations</b>
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Sale Date	Book Page	Value	Type	Official Records (New Window)																						
08/1987	2445 0305	\$200,000	WD	<a href="#">View Instr</a>																						
02/1987	2353 0364	\$172,000	WD	<a href="#">View Instr</a>																						
09/1986	2277 0977	\$136,300	WD	<a href="#">View Instr</a>																						
10/1981	1583 0322	\$138,800	WD	<a href="#">View Instr</a>																						



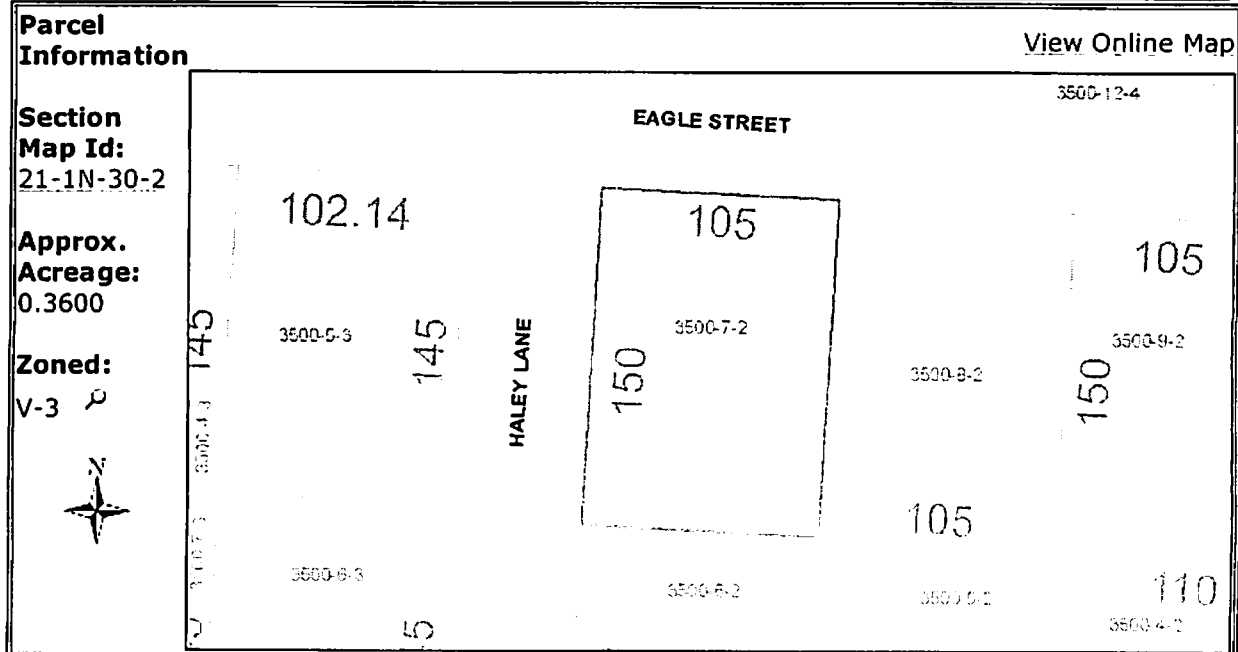
PARCEL 3

Source: Escambia County Property Appraiser

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<b>General Information</b> <b>Reference:</b> 211N303500007002 <b>Account:</b> 110565330 <b>Owners:</b> PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN <b>Mail:</b> 3645 MOLAREE DR PENSACOLA, FL 32503 <b>Situs:</b> 1700 EAGLE ST BLK <b>Use Code:</b> VACANT RESIDENTIAL <i>ρ</i> <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	<b>2009 Preliminary Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$19,000 <b>Total:</b> \$19,000 <i>Save Our Homes:</i> \$0  Disclaimer  <u>Amendment 1 Calculations</u>
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Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
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02/1987	2353	0364	\$172,000	WD	<a href="#">View Instr</a>																										
09/1986	2277	0977	\$136,300	WD	<a href="#">View Instr</a>																										
10/1981	1583	0322	\$138,800	WD	<a href="#">View Instr</a>																										



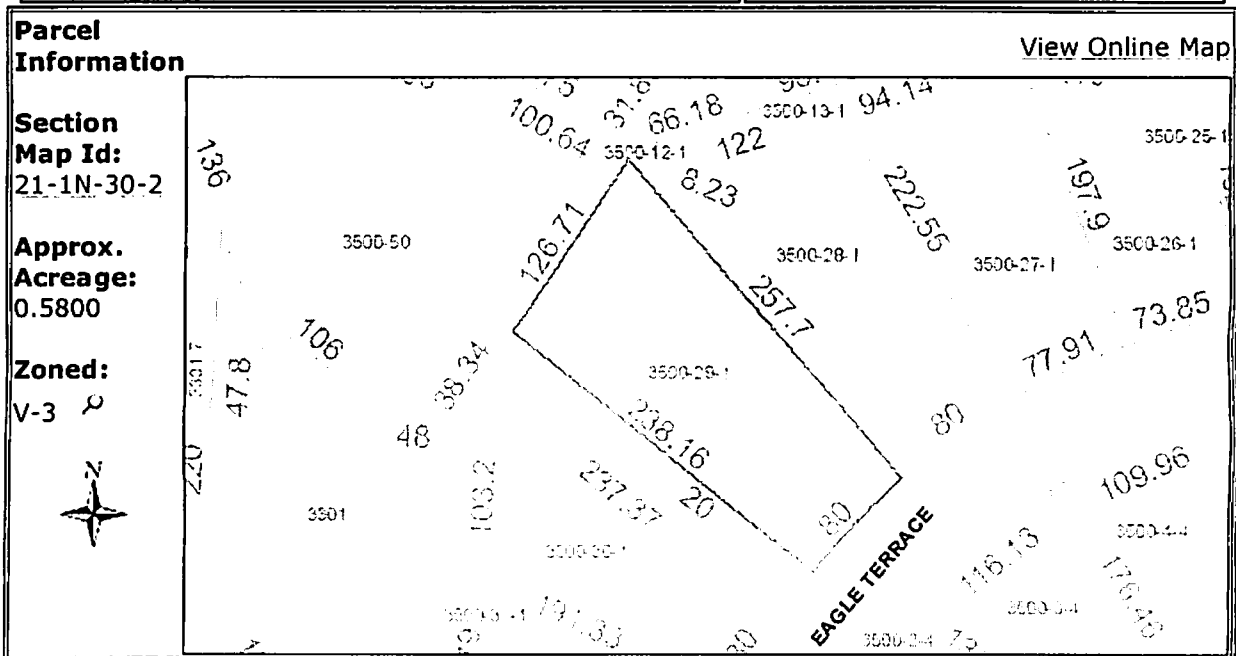
PARCEL 4

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b>		<b>2009 Preliminary Roll Assessment</b>	
<b>Reference:</b>	211N303500029001	<b>Improvements:</b>	\$0
<b>Account:</b>	110565150	<b>Land:</b>	\$19,000
<b>Owners:</b>	SCHAEFER RONALD E & THERESA MALOY TRUSTEES	<b>Total:</b>	\$19,000
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503	<i>Save Our Homes:</i>	\$0
<b>Situs:</b>	1664 EAGLE TER	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT RESIDENTIAL 	<b>Amendment 1 Calculations</b>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>					<b>2009 Preliminary Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	None	
08/1999	4453 1150	\$100	WD	<a href="#">View Instr</a>		
05/1999	4419 0745	\$100	WD	<a href="#">View Instr</a>		
10/1987	2467 0198	\$56,000	WD	<a href="#">View Instr</a>		
02/1987	2353 0364	\$172,000	WD	<a href="#">View Instr</a>		
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					<b>Legal Description</b>	
					LT 29 BLK A BROOKHOLLOW S/D PB 10 P 1 OR 2467 P 198 OR 4453 P 1150	
					<b>Extra Features</b>	
					None	



APPENDIX

C

AERIAL  
PHOTOGRAPHS

1951

**BROOKHOLLOW S/D / SCHAEFER PROPERTY**



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
LWG 07/22/09 DISTRICT 5

- PARCEL # 1: 21-1N-30-3500-005-002 / ACCOUNT # 11056320
- PARCEL # 2: 21-2N30-3500-006-002 / ACCOUNT # 110565325
- PARCEL # 3: 21-2N-30-3500-007-002 / ACCOUNT # 110565330
- PARCEL # 4: 21-2N-30-3500-029-001 / ACCOUNT # 110565150

# Parcel 1

#1 Looking NE Across ten Mile Road



## Parcels 2 & 3

#2 looking North off Ten Mile RD



#3 looking North off Haley





# Parcel 4

# 1 Looking West off Eagle Ter



# 1 Looking NW off Eagle Ter



# APPENDIX

## D

### Interview and Transactional Screen

**SITE INTERVIEWS  
BROOKHOLLOW S/D  
PARCELS 1-4**

**Interview and Transactional Screen 04/08/2010**

**Mr. Ronald Maloy related to the interviewer that the Harbor Pilots, Inc. had invested in the sites to enhance the Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan fund. The Pension Plan invested in the properties approximately in 1980-1. During that time Mr. Maloy served with the Harbor Pilots as a ship's Captain and had the task of occasionally monitoring the parcels in Brookhollow SD. To his knowledge the sites were never disturbed nor was debris discharged to the parcels. Over time the development of the area directed additional stormwater to the area and these parcels were affected with additional storm water volumes. He was contacted by a person from Escambia County and asked if the lots could be purchased.. He is currently dealing with the County and expects to come to an agreement.**

reasons for any such conclusion.

5.6.1 Upon obtaining an affirmative answer, an answer of unknown or no response, the *user* should first refer to the guide. The guide may provide sufficient explanation to allow a *user* to conclude that no further inquiry is appropriate with respect to the particular question.

5.6.2 If the guide to a particular question does not, in itself, permit a *user* to conclude that no further inquiry is appropriate, then the *user* should consider other information obtained from the *transaction screen process* relating to this question. For example, while on the site performing a *site visit*, a person may find a storage tank on the *property* and therefore answer Question 10 of the *transaction screen questionnaire* in the affirmative. However, during or subsequent to the *owner/occupant inquiry*, the *owner* may produce evidence that substances now or historically contained in the tank (for example, water) are not likely to cause contamination.

5.6.3 If either the guide to the question or other information obtained during the *transaction screen process* does not permit a *user* to conclude no further inquiry is appropriate with respect to such question, then the *user* must determine, in the exercise of the *user's* reasonable business judgment, based upon the totality of unresolved affirmative answers or answers of unknown received during the *transaction screen process*, whether further inquiry may be limited to those specific issues identified as of concern or should proceed with a full *Phase I Environmental Site Assessment*.

5.7 *Presumption*—A presumption exists that further inquiry is necessary if an affirmative answer is given to a question or because the answer was unknown or no response was given. In rebutting this presumption, the *user* should evaluate information obtained from each component of the *transaction screen process* and consider whether sufficient information has been obtained to conclude that no further inquiry is necessary. The *user* must determine, in the exercise of the *user's* reasonable business judgment, the scope

of such further inquiry: whether to proceed with a *Phase I Environmental Site Assessment* prepared in accordance with Practice E 1527 or a lesser inquiry directed at specific issues raised by the questionnaire.

5.8 *Further Inquiry Under Practice E 1527*—Upon completing the *transaction screen questionnaire*, if the *user* concludes that a *Phase I Environmental Site Assessment* is needed, the *user* should proceed with such inquiry with the advice and guidance of an *environmental professional*. Such further inquiry should be undertaken in accordance with Practice E 1527.

5.9 *Signature*—The *user* and the *preparer* of the *transaction screen questionnaire* must complete and sign the questionnaire as provided at the end of the questionnaire.

6. Transaction Screen Questionnaire

6.1 *Persons to Be Questioned*—The following questions should be asked of (1) the current *owner* of the *property*, (2) any major *occupant* of the *property* or, if the *property* does not have any major *occupants*, at least 10 % of the *occupants* of the *property*, and (3) in addition to the current *owner* and the *occupants* identified in (2), any *occupant* likely to be using, treating, generating, storing, or disposing of *hazardous substances* or *petroleum products* on or from the *property*. A major *occupant* is any *occupant* using at least 40 % of the leasable area of the *property* or any anchor tenant when the *property* is a shopping center. In a multifamily *property* containing both residential and commercial uses, the *preparer* does not need to ask questions of the residential *occupants*. The *preparer* should ask each person to answer all questions to the best of the respondent's *actual knowledge* and in good faith. When completing the *site visit* column, the *preparer* should be sure to observe the *property* and any buildings and other structures on the *property*. The guide provides further details on the appropriate use of this questionnaire.

Description of Site: Address: 3 Loins in Brick Hollow S/D  
Account# 11056320  
11056325  
11056330

Question		Owner <sup>7</sup>			Occupants (if applicable)			Observed During Site Visit	
		Yes	No	Unk	Yes	No	Unk	Yes	No
1a. Is the <i>property</i> used for an industrial use?	Yes		No	Unk	Yes	No	Unk	Yes	No
1b. Is any <i>adjoining property</i> used for an industrial use?	Yes		No	Unk	Yes	No	Unk	Yes	No
2a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used for an industrial use in the past?	Yes		No	Unk	Yes	No	Unk	Yes	No
2b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used for an industrial use in the past?	Yes		No	Unk	Yes	No	Unk	Yes	No
3a. Is the <i>property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes		No	Unk	Yes	No	Unk	Yes	No

<sup>7</sup> Unk = "unknown" or "no response."

Question	Owner?	Occupants (if applicable)			Observed During Site Visit			
		Yes	No	Unk	Yes	No		
3b. Is any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4a. Did you observe evidence or do you have any prior knowledge that the property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4b. Did you observe evidence or do you have any prior knowledge that any adjoining property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6a. Are there currently any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
7a. Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that originated from a contaminated site?	Yes	No	Unk	Yes	No	Unk	Yes	No
7b. Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that is of an unknown origin?	Yes	No	Unk	Yes	No	Unk	Yes	No
8a. Are there currently any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
9a. Is there currently any stained soil on the property?	Yes	No	Unk	Yes	No	Unk	Yes	No

Question		Owner?		Occupants (if applicable)			Observed During Site Visit	
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
10a. Are there currently any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
12a. Are there currently any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any flooring, drains, or walls within the facility that were stained by substances other than water or were emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Yes	No	Unk	Yes	No	Unk	Yes	No
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?	Yes	No	Unk	Yes	No	Unk	Yes	No
14. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of <i>environmental liens</i> or governmental notification relating to past or recurrent violations of environmental laws with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15a. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15b. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15c. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15d. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		

Question	Owner?	Occupants (if applicable)			Observed During Site Visit		
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Yes	<u>No</u>	Unk	Yes	No	Unk	
17. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	Yes	<u>No</u>	Unk	Yes	No	Unk	
18a. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a storm water sewer system?	Yes	<u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>
18b. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a sanitary sewer system?	Yes	<u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>
19. Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the property?	Yes	<u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes	<u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>

Government Records/Historical Sources Inquiry

(See guide, Section 10)

21. Do any of the following Federal government record systems list the property or any property within the circumference of the area noted below:							
National Priorities List—within 1.0 mile (1.6 Km)?	Yes	No					
CERCLIS List—within 0.5 mile (0.8 Km)?	Yes	No					
RCRA CORRACTS Facilities—within 1.0 mile (1.6 Km)?	Yes	No					
RCRA non-CORRACTS TSD Facilities—within 0.5 mile (0.8 Km)?	Yes	No					
22. Do any of the following state record systems list the property or any property within the circumference of the area noted below:							
List maintained by state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to NPL—within approximately 1.0 mile (1.6 Km)?	Yes	No					
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS—within 0.5 mile (0.8 Km)?	Yes	No					
Leaking Underground Storage Tank (LUST) List—within 0.5 mile (0.8 Km)?	Yes	No					
Solid Waste/Landfill Facilities—within 0.5 mile (0.8 Km)?	Yes	No					
23. Based upon a review of fire insurance maps or consultation with the local fire department serving the property, all as specified in the guide, are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?	Yes	No					N/A

The preparer of the transaction screen questionnaire must complete and sign the following statement. (For definition of "preparer" and "user," see 5.3 or 3.3.25.)

This questionnaire was completed by:

Name Doyle Botler  
 Title Env. Environmental Control  
 Firm ES&C Co. D.S.W.  
 Address 13009 Beulah Rd  
Government Pl  
 Phone number 850 937 2148  
 Date 4/8/2018

If the preparer is different than the user, complete the following:

Name of user \_\_\_\_\_  
 User's address \_\_\_\_\_

User's phone number \_\_\_\_\_

Preparer's relationship to site \_\_\_\_\_

Preparer's relationship to user (for example, principal, employee, agent, consultant) \_\_\_\_\_

reasons for any such conclusion.

5.6.1 Upon obtaining an affirmative answer, an answer of unknown or no response, the user should first refer to the guide. The guide may provide sufficient explanation to allow a user to conclude that no further inquiry is appropriate with respect to the particular question.

5.6.2 If the guide to a particular question does not, in itself, permit a user to conclude that no further inquiry is appropriate, then the user should consider other information obtained from the transaction screen process relating to this question. For example, while on the site performing a site visit, a person may find a storage tank on the property and therefore answer Question 10 of the transaction screen questionnaire in the affirmative. However, during or subsequent to the owner/occupant inquiry, the owner may produce evidence that substances now or historically contained in the tank (for example, water) are not likely to cause contamination.

5.6.3 If either the guide to the question or other information obtained during the transaction screen process does not permit a user to conclude no further inquiry is appropriate with respect to such question, then the user must determine, in the exercise of the user's reasonable business judgment, based upon the totality of unresolved affirmative answers or answers of unknown received during the transaction screen process, whether further inquiry may be limited to those specific issues identified as of concern or should proceed with a full Phase I Environmental Site Assessment.

5.7 Presumption—A presumption exists that further inquiry is necessary if an affirmative answer is given to a question or because the answer was unknown or no response was given. In rebutting this presumption, the user should evaluate information obtained from each component of the transaction screen process and consider whether sufficient information has been obtained to conclude that no further inquiry is necessary. The user must determine, in the exercise of the user's reasonable business judgment, the scope

of such further inquiry: whether to proceed with a Phase I Environmental Site Assessment prepared in accordance with Practice E 1527 or a lesser inquiry directed at specific issues raised by the questionnaire.

5.8 Further Inquiry Under Practice E 1527—Upon completing the transaction screen questionnaire, if the user concludes that a Phase I Environmental Site Assessment is needed, the user should proceed with such inquiry with advice and guidance of an environmental professional. Such further inquiry should be undertaken in accordance with Practice E 1527.

5.9 Signature—The user and the preparer of the transaction screen questionnaire must complete and sign the questionnaire as provided at the end of the questionnaire.

6. Transaction Screen Questionnaire

6.1 Persons to Be Questioned—The following questions should be asked of (1) the current owner of the property, any major occupant of the property or, if the property does not have any major occupants, at least 10 % of the occupants of the property, and (3) in addition to the current owner and the occupants identified in (2), any occupant likely to be using, treating, generating, storing, or disposing of hazardous substances or petroleum products on or from the property. A major occupant is any occupant using at least 40 % of the leasable area of the property or any anchor tenant when the property is a shopping center. In a multifamily property containing both residential and commercial uses, the preparer does not need to ask questions of the residential occupants. The preparer should ask each person to answer the questions to the best of the respondent's actual knowledge and in good faith. When completing the site visit questionnaire, the preparer should be sure to observe the property and all buildings and other structures on the property. The guide provides further details on the appropriate use of the questionnaire.

Description of Site: Address:  
RE & TM MALCOLM, TRUSTEES  
PARCEL 4 ACCT# 110565150  
LEHIGH TERRACE  
BRYCE HOLLOW C/D ESC CO FL

Question	Owner <sup>7</sup>	Occupants (if applicable)			Observed During Site Visit			
		Yes	No	Unk	Yes	No		
1a. Is the property used for an industrial use?	Yes	No	Unk	Yes	No	Unk	Yes	No
1b. Is any adjoining property used for an industrial use?	Yes	No	Unk	Yes	No	Unk	Yes	No
2a. Did you observe evidence or do you have any prior knowledge that the property has been used for an industrial use in the past?	Yes	No	Unk	Yes	No	Unk	Yes	No
2b. Did you observe evidence or do you have any prior knowledge that any adjoining property has been used for an industrial use in the past?	Yes	No	Unk	Yes	No	Unk	Yes	No
3a. Is the property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No

<sup>7</sup> Unk = "unknown" or "no response."



Question		Owner?		Occupants (if applicable)			Observed During Site Visit	
3b. Is any <i>adjoining property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6a. Are there currently any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
7a. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that originated from a contaminated site?	Yes	No	Unk	Yes	No	Unk	Yes	No
7b. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that is of an unknown origin?	Yes	No	Unk	Yes	No	Unk	Yes	No
8a. Are there currently any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
9a. Is there currently any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No

Question		Owner?			Occupants (if applicable)			Observed During Site Vis	
		Yes	No	Unk	Yes	No	Unk	Yes	No
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No	
10a. Are there currently any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No	
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No	
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No	
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No	
12a. Are there currently any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No	
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any flooring, drains, or walls within the facility that were stained by substances other than water or were emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No	
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Yes	No	Unk	Yes	No	Unk	Yes	No	
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?	Yes	No	Unk	Yes	No	Unk	Yes	No	
14. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of <i>environmental liens</i> or governmental notification relating to past or recurrent violations of environmental laws with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk			
15a. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk			
15b. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk			
15c. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk			
15d. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk			

Question	Owner?	Occupants (if applicable)			Observed During Site Visit	
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Yes <u>No</u>	Unk	Yes	No	Unk	
17. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	Yes <u>No</u>	Unk	Yes	No	Unk	
18a. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a storm water sewer system?	Yes <u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>
18b. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a sanitary sewer system?	Yes <u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>
19. Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the property?	Yes <u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes <u>No</u>	Unk	Yes	No	Unk	Yes <u>No</u>

Government Records/Historical Sources Inquiry

(See guide, Section 10)

21. Do any of the following Federal government record systems list the property or any property within the circumference of the area noted below:

National Priorities List—within 1.0 mile (1.6 Km)?	Yes	No
CERCLIS List—within 0.5 mile (0.8 Km)?	Yes	No
RCRA CORRACTS Facilities—within 1.0 mile (1.6 Km)?	Yes	No
RCRA non-CORRACTS TSD Facilities—within 0.5 mile (0.8 Km)?	Yes	No

22. Do any of the following state record systems list the property or any property within the circumference of the area noted below:

List maintained by state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to NPL—within approximately 1.0 mile (1.6 Km)?	Yes	No
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS—within 0.5 mile (0.8 Km)?	Yes	No
Leaking Underground Storage Tank (LUST) List—within 0.5 mile (0.8 Km)?	Yes	No
Solid Waste/Landfill Facilities—within 0.5 mile (0.8 Km)?	Yes	No

23. Based upon a review of fire insurance maps or consultation with the local fire department serving the property, all as specified in the guide, are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?

Yes No N/A

The preparer of the transaction screen questionnaire must complete and sign the following statement. (For definition of "preparer" and "user," see 5.3 or 3.3.25.)

This questionnaire was completed by:

Name: Doyle Butcher  
 Title: Env. Environmental Coord  
 Firm: ES&D  
 Address: 13009 Beulah Rd  
Chattahoochee, FL  
 Phone number: 1-850-937-2148  
 Date: 4/8/2016

If the preparer is different than the user, complete the following:

Name of user \_\_\_\_\_  
 User's address \_\_\_\_\_  
 User's phone number \_\_\_\_\_  
 Preparer's relationship to site \_\_\_\_\_  
 Preparer's relationship to user (for example, principal, employee, agent, consultant) \_\_\_\_\_

REGULAR BCC AGENDA – Continued

12. Committee of the Whole Recommendation(s)

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robertson absent, taking the following action, as recommended by the Committee of the Whole (C/W), at the September 10, 2009, C/W Workshop:

1600

- A. Approving to direct staff to proceed with researching more data and securing a funding source for the shortfall the Board is unable to cover this year for the *Beach Renourishment Effort (C/W Item 10)*;
- B. Adopting a policy that the Board will not waive labor fees or any other hard costs incurred by the County for use of The Pensacola Civic Center, but will consider waiving rental fees/soft costs *(C/W Item 14)*;
- C. Authorizing staff to proceed with pursuing the acquisition, by purchase, of lots in Brookhollow Subdivision and negotiate and perform surveys, assessments, and appraisals, to facilitate design of corrective measures to eliminate drainage issues in the Subdivision *(C/W Item 15)*;
- D. Approving to amend the Agreement to reflect that the 14 days notice for eviction of the caretakers at Wedgewood School and Molino School property is subject to Board approval *(on July 9, 2009, the Board approved retaining caretakers on-site, for security purposes, and directed the County Attorney to negotiate Agreements [C/W Item 17])*; and
- E. Approving that Wayne R. Briske, Commissioner White's appointee, was absent from four Planning Board Meetings for reasons beyond Mr. Briske's control *(C/W Item 18)*.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

24. See Page 29.

25. Taking the following action regarding the acquisition of three parcels of real property, located in the 1700 Block of Eagle Street, in Brookhollow Subdivision, from The Pensacola Bar and Harbor Pilots, Inc., to correct stormwater drainage problems in Brookhollow Subdivision, at the intersection of Ten Mile Road and Haley Lane, and at the intersection of Haley Lane and Eagle Street (Funding Source: Fund 351, Local Option Sales Tax [LOST] II, Account 210105/56101/56301, Project 10EN0275, and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455):

1809

A. Authorizing staff to make an offer to The Pensacola Bar and Harbor Pilots, Inc., to purchase three parcels of property (totaling approximately 1.08 acres), for the total appraised amount of \$80,000; and

B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

26. Taking the following action regarding the acquisition of a parcel of real property, located at 1664 Eagle Terrace, in Brookhollow Subdivision, from Ronald E. Schaefer and Theresa Maloy Schaefer, to correct stormwater drainage problems in Brookhollow Subdivision at the intersection of Ten Mile Road and Haley Lane, and at the intersection of Haley Lane and Eagle Street (Funding Source: Fund 351, Local Option Sales Tax [LOST] II, Account 210105/56101/56301, Project 10EN0275, and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455):


1809

A. Authorizing staff to make an offer to Ronald E. Schaefer and Theresa Maloy Schaefer to purchase a parcel of property (approximately 0.58 acre), for the appraised amount of \$37,000; and

B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, documents necessary to complete the acquisition of this property.

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500029001
<b>Account:</b>	110565150
<b>Owners:</b>	SCHAEFER RONALD E & THERESA MALOY TRUSTEES
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1664 EAGLE TER
<b>Use Code:</b>	VACANT RESIDENTIAL 
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	


Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1999	4453	1150	\$100	WD	<a href="#">View Instr</a>
05/1999	4419	0745	\$100	WD	<a href="#">View Instr</a>
10/1987	2467	0198	\$56,000	WD	<a href="#">View Instr</a>
02/1987	2353	0364	\$172,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					


2009 Preliminary Roll Exemptions	
None	
Legal Description	
LT 29 BLK A BROOKHOLLOW S/D PB 10 P 1 OR 2467 P 198 OR 4453 P 1150	
Extra Features	
None	

**Parcel Information**

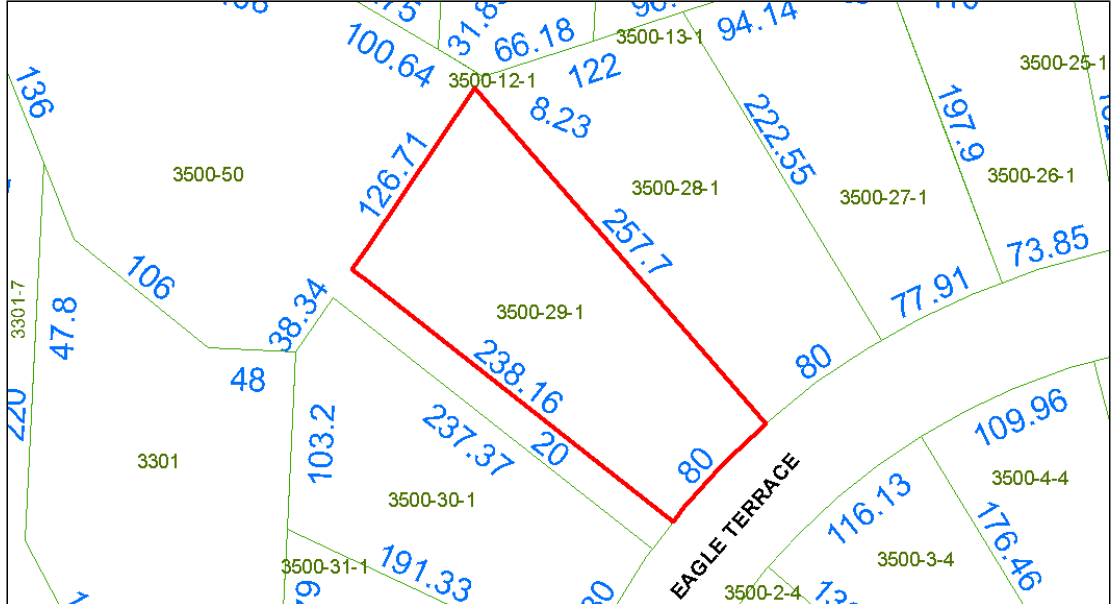
**Section Map Id:**  
[21-1N-30-2](#)

**Approx. Acreage:**  
0.5800

**Zoned:**  
V-3 



[View Online Map](#)



<b>Buildings</b>
<b>Images</b>

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.

# SUMMARY APPRAISAL

ONE VACANT RESIDENTIAL LOT IN  
BROOKHOLLOW SUBDIVISION

LOCATED OFF OF WEST TEN MILE ROAD  
IN CANTONMENT, ESCAMBIA COUNTY, FLORIDA

AS OF DECEMBER 9, 2009

B&A File: VR09DS6175A-12/Client PO Number: 100805



PREPARED FOR  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE, 2ND FLOOR  
PENSACOLA, FLORIDA 32591-1591

BY  
**BRANTLEY & ASSOCIATES**  
REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505  
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member



# BRANTLEY & ASSOCIATES

## REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM  
FL. STATE-CERTIFIED GENERAL APPRAISER RZ289  
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER G00419

BARBARA M. MARTIN, MAI  
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK  
STATE-CERTIFIED GENERAL APPRAISER RZ2714

BARBARA S. BRANTLEY, CPA  
ADMINISTRATION & FINANCE

KATHLEEN F. SEITHER  
STATE-CERTIFIED GENERAL APPRAISER RZ3201

December 16 2009

Larry Goodwin  
Board of County Commissioners  
Escambia County Florida  
213 Palafox Place, 2nd Floor  
Pensacola, Florida 32591

Re: Summary Appraisal Report of Lot 29,  
Block A within Brookhollow residential  
subdivision in Cantonment, Escambia  
Co., Florida. B&A File: VR09DS6175A/  
Client PO #: 100805

Dear Mr. Goodwin:

Per your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of obtaining an opinion of the market value of the subject property as of a current date.

Our valuation of the subject property consists of one vacant residential lot within the Brookhollow subdivision, which is located in Cantonment, Escambia County, Florida.

The property rights appraised are the fee simple estate. Based on our investigation and our analysis of the information gathered, our opinion of the market value of the subject property, as of December 9, 2009, is:

**THIRTY SEVEN THOUSAND DOLLARS**  
**\$37,000**

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal.

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

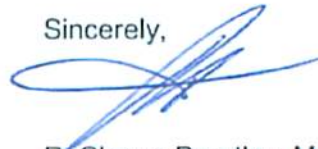
Mr. Larry Goodwin

December 16, 2009

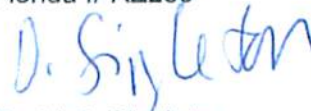
This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Complete Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were 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 depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM  
State-Certified General Appraiser  
Florida # RZ289

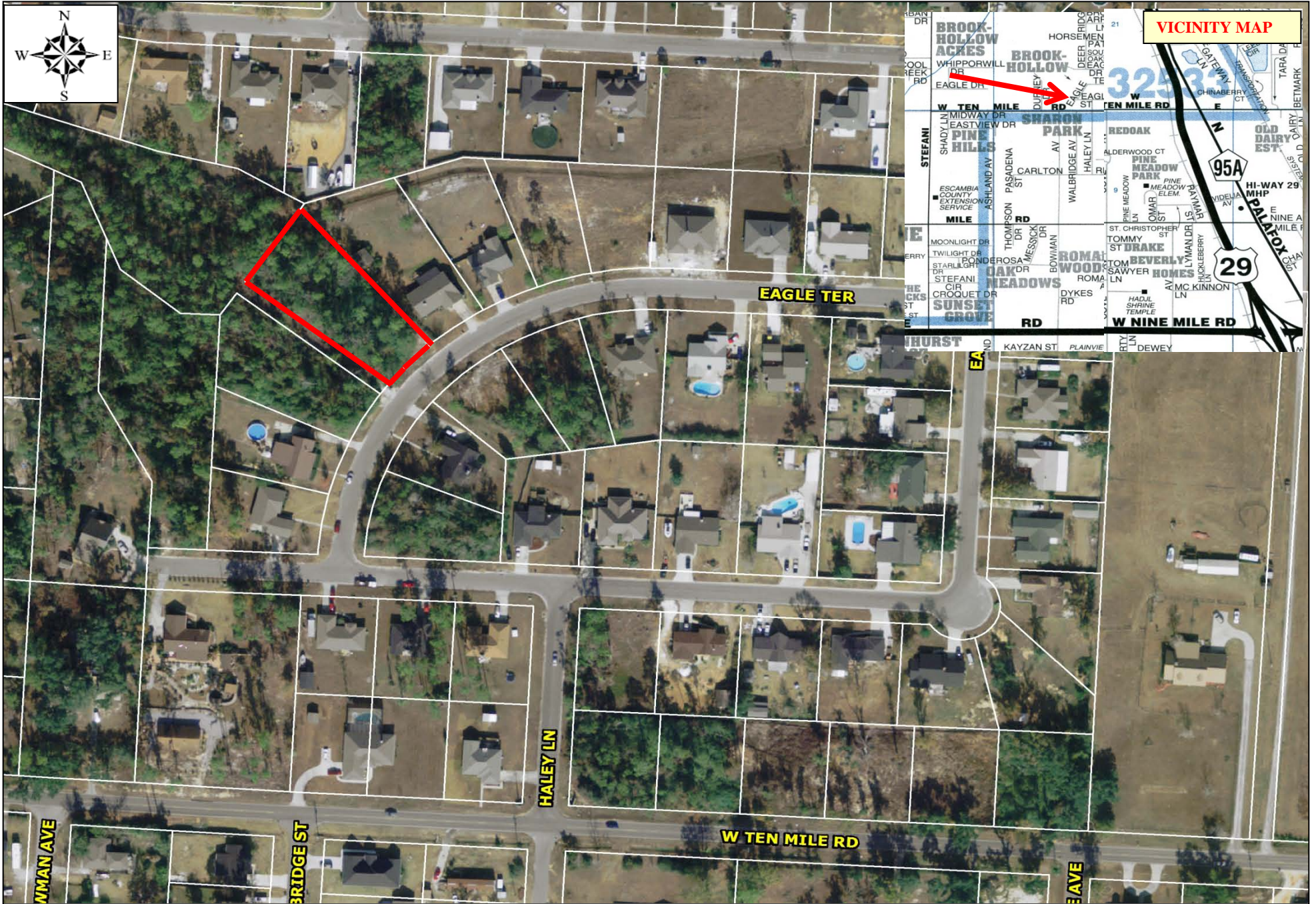


David C. Singleton  
Registered Trainee Appraiser  
Florida # RI23431

## **SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

<b>PROPERTY IDENTIFICATION:</b>	Lot 29, Block A, Brookhollow Subdivision
<b>LOCATION OF PROPERTY:</b>	The subject property is located within the Brookhollow residential subdivision, which is situated on the north side of West Ten Mile Road in Cantonment, Escambia County, Florida.
<b>OWNERSHIP:</b>	Ronald & Theresa Maloy Schaefer Trustees 3645 Molaree Drive Pensacola, Florida 32503
<b>PURPOSE OF APPRAISAL:</b>	To obtain an opinion of the market value of the subject property as of a current date.
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee Simple
<b>LAST DATE OF INSPECTION:</b>	December 9, 2009
<b>DATE OF VALUATION:</b>	December 9, 2009
<b>DATE OF REPORT:</b>	December 16, 2009
<b>ZONING:</b>	V-3, Villages Single Family Residential High Density (County Zoning)
<b>FUTURE LAND USE:</b>	MU-5, Mixed Use
<b>LAND AREA:</b>	0.58 Acre (25,265 SF)
<b>IMPROVEMENTS:</b>	None
<b>HIGHEST AND BEST USE:</b>	Residential Development
<b>VALUE OPINION:</b>	\$37,000

# BROOKHOLLOW S/D / SCHAEFER PROPERTY



VICINITY MAP



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

LWG 04/02/10 DISTRICT 5



PARCEL OF PROPERTY OWNED BY RONALD E. & THERESA MALOY SCHAEFER



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 15.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Purchase of Real Property Located in the 1700 Block of Eagle Street in Brookhollow Subdivision from Pensacola Bar and Harbor Pilots, Inc.  
**From:** Joy D. Blackmon, P.E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Real Property Located in the 1700 Block of Eagle Street in Brookhollow Subdivision from Pensacola Bar and Harbor Pilots, Inc. - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action regarding the purchase of three parcels of real property (totaling approximately 1.08 acres) located in the 1700 Block of Eagle Street, in Brookhollow Subdivision from Pensacola Bar and Harbor Pilots, Inc.:

A. Authorize the purchase of three parcels of real property (totaling approximately 1.08 acres) from Pensacola Bar and Harbor Pilots, Inc., for the appraised value of \$80,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the purchase, without further action of the Board.

[Funding Source: Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455]

#### **BACKGROUND:**

Meeting in regular session on September 17, 2009, the Board approved the recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in the Brookhollow Subdivision. This area in Brookhollow Subdivision at the intersection of Ten Mile Road and Haley Lane and the intersection of Haley Lane and Eagle Street has a history of stormwater drainage problems. The acquisition of these properties will facilitate design of corrective measures to eliminate the drainage problems. Pensacola Bar and Harbor Pilots, Inc., owns three vacant parcels of property located in the 1700 Block of Eagle Street in Brookhollow Subdivision (totaling approximately 1.08 acres) and have indicated a willingness to sell. Staff obtained an appraisal from Brantley & Associates, dated December 9, 2009, which placed a value of \$80,000 for the three parcels. The property owners have indicated to staff that they are amendable to this appraised value. Meeting in regular session on April 22, 2010, the Board authorized staff to make an offer to purchase the

Pensacola Bar and Harbor, Inc., property for the appraised value of \$80,000. Pensacola Bar and Harbor, Inc., have agreed to the offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board authorization to proceed with this acquisition.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 351, Lost II, Account 210105/56101/56301, Project 10EN0275 and Fund 352, Lost III, Account 210107/56101/56301, Project 10EN0455.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on December 3, 2010. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

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**Attachments**

Contract for Sale and Purchase

Acquisition Checklist

Board Action 09/17/09

Board Action 04/22/10

Parcel Information: Parcel 1

Parcel Information: Parcel 2

Parcel Information: Parcel 3

Appraisal

Map

## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract") between THE PENSACOLA BAR AND HARBOR PILOTS, INC., PENSION AND PROFIT SHARING PLAN, a dissolved Florida corporation, by Ronald E. Schaefer, its director and president, and Theresa M. Schaefer, its secretary; Ronald E. Schaefer and Theresa M. Schaefer, as Trustees of the PENSACOLA BAR AND HARBOR PILOTS PROFIT SHARING PLAN TRUST; and Ronald E. Schaefer, Theresa M. Schaeffer, John Schaefer and Ronda Holmberg, individually and as beneficiaries of the PENSACOLA BAR AND HARBOR PILOTS PROFIT SHARING PLAN TRUST, whose address is 3645 Molaree Drive, Pensacola, FL 32503 (collectively "Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2010.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Eighty Thousand Dollars (\$80,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property.

The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: Prorated Ad Valorem Taxes and Assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), Costs to Cure Title Defects and Encumbrances on Title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own



attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer  
Real Estate Division  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLER:

The Pensacola Bar and Harbor Pilots, Inc.  
c/o Ronald E. Schaefer, President  
3645 Molaree Drive  
Pensacola, Florida 32503

WITH A COPY TO:

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to

Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer

has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.**

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

~~Kevin W. White, Chairman~~  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This document approved as to form  
and legal sufficiency

By Robert  
Title Asst. County Attorney  
Date Dec. 3, 2010

Witness *Dianne Simpson*  
Print Name Dianne Simpson

**THE PENSACOLA BAR AND HARBOR  
PILOTS, INC., PENSION AND PROFIT  
SHARING PLAN, a dissolved Florida  
Corporation**

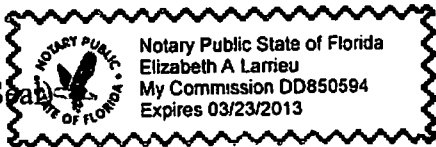
Witness *Elizabeth A. Larrieu*  
Print Name Elizabeth A. Larrieu

By: *Ronald E. Schaefer*  
Ronald E. Schaefer  
Its Director and President

Date: 10-26-2010

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2010 by Ronald E. Schaefer, Director and President of The Pensacola Bar and Harbor Pilots, Inc., Pension and Profit Sharing Plan, a dissolved Florida Corporation who  is personally known to me, or  has produced current A Driver's License as identification.

(Notary Seal) 

*Elizabeth A. Larrieu*  
Signature of Notary Public  
Elizabeth A. Larrieu  
Printed Name of Notary Public

**SIGN  
HERE**

**THE PENSACOLA BAR AND HARBOR  
PILOTS, INC., PENSION AND PROFIT  
SHARING PLAN, a dissolved Florida  
Corporation**

Witness [Signature]  
Print Name Kristine Walker

Witness [Signature]  
Print Name Shandula Williams

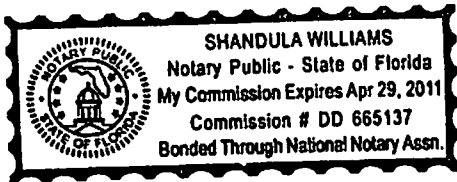
By: [Signature]  
Theresa M. Schaefer  
Its Secretary

Date: 11/4/10

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2010 by Theresa M. Schaefer, Secretary of The Pensacola Bar and Harbor Pilots, Inc., Pension and Profit Sharing Plan, a dissolved Florida Corporation who  is personally known to me, or  has produced current FLDL as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Shandula Williams  
Printed Name of Notary Public

Witness Dianne Simpson  
Print Name Dianne Simpson

**PENSACOLA BAR AND HARBOR  
PILOTS PROFIT SHARING PLAN  
TRUST**

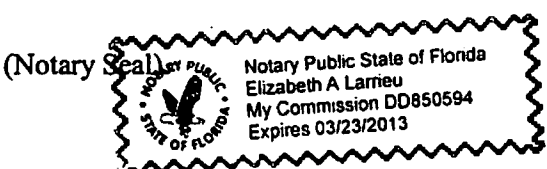
By: Ronald E. Schaefer  
Ronald E. Schaefer, as Trustee of the  
Pensacola Bar and Harbor Pilots  
Profit Sharing Plan Trust

Witness Elizabeth A. Larrieu  
Print Name Elizabeth A. Larrieu

Date: 10-26-2010

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2010 by Ronald E. Schaefer, as Trustee of the Pensacola Bar and Harbor Pilots Profit Sharing Plan Trust who  is personally known to me, or  has produced current FL Drivers License as identification.



Elizabeth A. Larrieu  
Signature of Notary Public  
Elizabeth A. Larrieu  
Printed Name of Notary Public

Witness Kimberlee Walker  
Print Name Kimberlee Walker

**PENSACOLA BAR AND HARBOR  
PILOTS PROFIT SHARING PLAN  
TRUST**

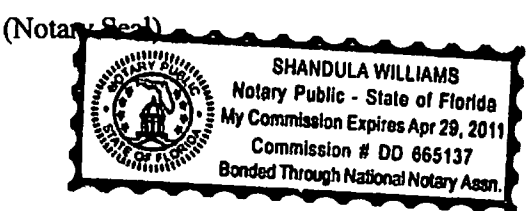
By: Theresa M. Schaefer  
Theresa M. Schaefer, as Trustee of the  
Pensacola Bar and Harbor Pilots Profit Sharing  
Plan Trust

Witness Shandula Williams  
Print Name Shandula Williams

Date: 11-4-10

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of November, 2010 by Theresa M. Schaefer, as Trustee of the Pensacola Bar and Harbor Pilots Profit Sharing Plan Trust who  is personally known to me, or  has produced current FLDL as identification.



Shandula Williams  
Signature of Notary Public  
Shandula Williams  
Printed Name of Notary Public

Witness Dianne Simpson  
Print Name Dianne Simpson

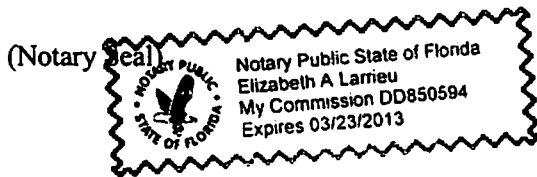
Witness Elizabeth A. Larrivee  
Print Name Elizabeth A. Larrivee

Ronald E. Schaefer  
Ronald E. Schaefer, individually and as  
beneficiary of the Pensacola Bar and Harbor Pilots  
Profit Sharing Plan Trust

Date: 10-26-2010

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2010 by Ronald E. Schaefer, individually and as beneficiary of the Pensacola Bar and Harbor Pilots Profit Sharing Plan Trust who ( ) is personally known to me, or (X) has produced current FL Driver's License as identification.



Elizabeth A. Larrivee  
Signature of Notary Public  
Elizabeth A. Larrivee  
Printed Name of Notary Public

Witness Kimberlee Walker  
Print Name Kimberlee Walker

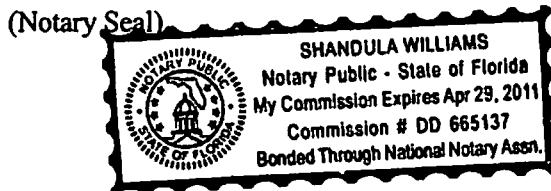
Witness Shandula Williams  
Print Name Shandula Williams

Theresa M. Schaefer  
Theresa M. Schaefer, individually and as  
beneficiary of the Pensacola Bar and Harbor Pilots  
Profit Sharing Plan Trust

Date: 11/4/10

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of November, 2010 by Theresa M. Schaefer, individually and as beneficiary of the Pensacola Bar and Harbor Pilots Profit Sharing Plan Trust who ( ) is personally known to me, or (X) has produced current FLDL as identification



Shandula Williams  
Signature of Notary Public  
Shandula Williams  
Printed Name of Notary Public

Witness *Dianne Simpson*  
Print Name Dianne Simpson

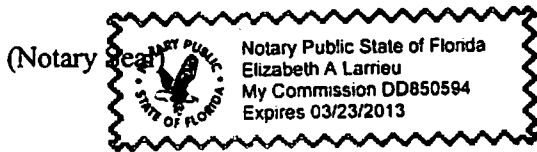
Witness *Elizabeth A. Larrieu*  
Print Name Elizabeth A. Larrieu

*John J. Schaefer*  
John Schaefer, individually and as  
beneficiary of the Pensacola Bar and Harbor Pilots  
Profit Sharing Plan Trust

Date: Oct 26 2010

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26th day of  
October, 2010 by John Schaefer, individually and as beneficiary of the Pensacola Bar and  
Harbor Pilots Profit Sharing Plan Trust who  is personally known to me, or  has produced current  
FL Driver's License as identification.



*Elizabeth A. Larrieu*  
Signature of Notary Public  
Elizabeth A. Larrieu  
Printed Name of Notary Public

Witness *Dianne Simpson*  
Print Name Dianne Simpson

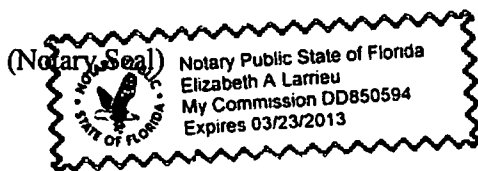
Witness *Elizabeth A. Larrieu*  
Print Name Elizabeth A. Larrieu

*Ronda Holmberg*  
Ronda Holmberg, individually and as  
beneficiary of the Pensacola Bar and Harbor Pilots  
Profit Sharing Plan Trust

Date: Oct. 26, 2010

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of  
October, 2010 by Ronda Holmberg, individually and as beneficiary of the Pensacola Bar and  
Harbor Pilots Profit Sharing Plan Trust who  is personally known to me, or  has produced current  
TN D. License as identification.



*Elizabeth A. Larrieu*  
Signature of Notary Public  
Elizabeth A. Larrieu  
Printed Name of Notary Public



**EXHIBIT "A"**

**Lots 5, 6, and 7, Block B, Brookhollow Subdivision according to plat recorded in Plat Book 10 at Page 1 of the public records of Escambia County, Florida.**



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 21-1N-30-3500-005-002, 21-1N-30-3500-006-002  
21-1N-30-3500-007-002

County Administrator (or designee) - Appraisals  
 Appraiser (1): Brantley + Associates  
 Date of appraisal: 12-9-09  
 Appraised value: \$80,000  
 Received by: J Cantrell  
 Comments: \_\_\_\_\_

Appraiser (2): N/A  
 Date of appraisal: \_\_\_\_\_  
 Appraised value: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

County Administrator (or designee) - Environmental Site Assessments  
 Date of Phase I: Transactions screen 4/9/2010  
 Received by: Debra Butler  
 Comments: NO Areas of ENV concern

Date of Phase II: N/A  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Facilities Management Department - Property Inspection  
 Inspected by: vacant lot  
 Date: \_\_\_\_\_  
 Comments: (see attached)

Risk Management Department - Property Inspection  
 Inspected by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comments: (see attached)

Engineering Department - Review of Survey or Boundary Map  
 Completed by: Rick Colocato  
 Date: 12-15-10  
 Comments: CERTIFIED BOUNDARY SURVEY TO BE PROVIDED AT A LATER DATE AS PER R.E.A.D. INFORMATION.

Office of Management and Budget - Verification of Funding Source  
 Funding source: Fund 351, Lost II, Account 210105/56101/56301,  
 Verified by: Project 10EN0275 and Fund 352, Lost III,  
 Date: Account 210107/56101/56301, Project 10EN0455  
 Comments: \_\_\_\_\_

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)  
 Reviewed by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_



**Checklist for Acquisition of Real Property**

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

**Property Location/Identification:** BROOKHOLLOW S/D / SCHAEFER PROPERTY MAY 2010

**County Administrator (or designee) - Appraisals**

**Appraiser (1):** \_\_\_\_\_  
**Date of appraisal:** \_\_\_\_\_  
**Appraised value:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Appraiser (2):** \_\_\_\_\_  
**Date of appraisal:** \_\_\_\_\_  
**Appraised value:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**County Administrator (or designee) - Environmental Site Assessments**

**Date of Phase I:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Date of Phase II:** \_\_\_\_\_  
**Received by:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Facilities Management Department - Property Inspection**

**Inspected by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Risk Management Department - Property Inspection**

**Inspected by:** Marcus Faulkner  
**Date:** 5-27-2010  
**Comments:** No noticeable concerns observed by Risk Management

**Engineering Department - Review of Survey or Boundary Map**

**Completed by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Office of Management and Budget - Verification of Funding Source**

**Funding source:** \_\_\_\_\_  
**Verified by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)**

**Reviewed by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

## Judy Cantrell

---

**From:** David Wheeler  
**Sent:** Tuesday, May 25, 2010 9:49 AM  
**To:** Judy Cantrell  
**Cc:** Marcus Faulkner  
**Subject:** RE: Checklist/Acquisition

Judy,

Facilities Management is not required to perform inspections on properties without permanent structures. You can include this email with the checklist.

David W. Wheeler, CFM  
Deputy Bureau Chief  
Escambia County Facilities Management Branch  
Office 850-595-3190  
Fax 850-595-3192

**From:** Judy Cantrell  
**Sent:** Tuesday, May 25, 2010 8:24 AM  
**To:** David Wheeler; Marcus Faulkner  
**Subject:** Checklist/Acquisition

Good Morning:

I have attached a checklist, map and parcel information for four vacant parcels the county will be acquiring for storm water retention. Please check for any concerns you may have and return the signed checklist to me. If you need additional information or have questions, please let me know.

Thanks  
Judy Cantrell  
Public Works Bureau  
Real Estate Acquisition Department  
595-3421



## Department of Solid Waste Management

13009 Beulah Road  
Cantonment, Florida 32533-8831  
Phone: 850.937.2160  
Fax: 850.937.2152



*Sandra Prince Jennings, E.I., Director*

### ENVIRONMENTAL SITE ASSESSMENT ASTM E- 1528 STANDARD PRACTICE For LIMITED TRANSACTIONAL SCREENING

#### BROOKHAVEN SUB-DIVISION

Parcel 1 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-005-002
Parcel 2 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-006-002
Parcel 3 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-007-002
Parcel 4: R.E. & T.M. Maloy	Ref 21-1N-30-3500-029-001

Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan, Trustees  
And

R. E. & T. M. Maloy, Trustees

April 9, 2010

PREPARED  
For

READ, Escambia County Public Works  
1190 West Leonard Street  
Pensacola, Florida 32501

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## **APPENDICES**

## **1.0 Executive Summary**

A Transaction Screen Environmental Sites Assessment was conducted between March 26, 2010 and April 12, 2010 on four (4) parcels of property located in Brook hollow Subdivision located north of 10-mile Road on Haley and Eagle terrace. The parcels are owned and managed by trustees of the Pensacola Bar and Harbor Pilots. Trustees of this plan are R.E, & T.M. Maloy of Pensacola. One parcel is deeded directly to the Trustees. The parcels are:

Parcel 1 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-005-002
Parcel 2 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-006-002
Parcel 3 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-007-002
Parcel 4: R.E. & T.M. Maloy	Ref 21-1N-30-3500-029-001

The Transaction Screen was conducted in accordance with ASTM Designation E-1528-06 Standard Practice for Environmental Site Assessment.

A diligent search for existing environmental records was unproductive. An aerial photograph was located dated 1951. The photo supports the interview data provided by the owners that the site and surrounding properties were utilized in a combination of pasture and light agriculture. There is no evidence of cattle dips, illegal dumping or other activities that would contribute to any type of hazardous materials in the area. The presence of environmental hazards on the site is non-existent or at a minimum.

The search was limited due to the lack of historical data. An on-site inspection of the subject parcel was conducted in search of visual or physical evidence that might indicate potential contaminants. The inspection failed to identify any areas of environmental concern.

## **2.0 INTRODUCTION**

### **2.1 Purpose**

Escambia County is seeking to acquire 4 Parcels in the Brookhollow Subdivision stormwater control measures.

### **2.2 Special Terms and Conditions**

Historical data on these three parcels is sufficient to state that there is no evidence supporting a cause for concern that environmental hazards exist now or in the past.

### **2.3 Limitations and Exceptions of Assessment**

ASTM E 1528-06 – Transactional Screen is designed “for low risk sites where CERCLA liability is not a concern.”

### **2.4 Limiting Conditions and Methodology Used**

The information contained in this report has been obtained from publicly available sources and physical inspection of the properties. The accuracy of this report is limited to the scope of materials available. There is no available history for the parcel other than it has been a combination of pasture and minor agricultural use.

## **3.0 SITE DESCRIPTION**

### **3.1 Location and Legal Description**

Property location: Parcels 1,2,&3 are contiguous at the intersections of W 10 mile road, Haley Lane, and Eagle Street in the Brookhollow Subdivision. Parcel 4 is located nearby on Eagle Terrace.

#### **Property Reference:**

Parcel 1 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-005-002
Parcel 2 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-006-002
Parcel 3 - Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan	Ref 21-1N-30-3500-007-002
Parcel 4: R.E. & T.M. Maloy	Ref 21-1N-30-3500-029-001

#### **Account Numbers:**

Parcel 1:	Acct 11056320
Parcel 2:	Acct 11056325
Parcel 3:	Acct 11056330
Parcel 4:	Acct 110565150

### **3.2 SITE AND VICINITY CHARACTERISTICS**

All four parcels are depressional in nature relative to the elevation of the subdivision. There is evidence of stream channeling and occasional overbank flows in major storm events. The parcels are inter-connected by their common characteristic of low elevations.



### **3.3 Descriptions of Structures, Roads, and other improvements to sites**

The sites are undeveloped and in a recorded subdivision where all are lots of record. Parcel 1 faces West Ten mile Road, Parcel 2 is on the NE corner of West Ten mile Road and Haley Lane, and Parcel 3 is on the NE corner of Eagle Street and Haley lane. Parcel 4 is nearby on Eagle Terrace.

### **3.4 Current Uses of the Property**

Unimproved residential lots

### **3.5 Past uses of the Property**

The property has no uses listed other than pasture and possibly agriculture

### **3.6 Current and Past Uses of Adjoining Property**

The adjoining parcels are lots of record in a recorded subdivision

### **3.7 Site Map**

Appendix A

## **4.0 RECORDS OF REVIEW**

4.1 Standard Environmental Record Sources

4.2 Physical Setting Sources

4.3 Historical Use Information

4.4 Additional Records Source

None available

## **5.0 INFORMATION FROM SITE RECONNAISSANCE AND INTERVIEWS**

Mr. Ronald Maloy related to the interviewer that the Harbor Pilots, Inc. had invested in the sites to enhance the Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan fund. The Pension Plan invested in the properties approximately in 1989-1. During that time Mr. Maloy served with the harbor Pilots as a ship's Captain and had the task of occasionally monitoring the parcels in Brookhollow SD. To his knowledge the site were never disturbed nor was debris discharged to the parcels. Over time the development of the area directed additional stormwater to the area and these parcels were affected He was contacted by a person from Escambia County and asked if the lots could be purchased.. He is currently dealing with the County and expects to come to an agreement.

- 5.1 **Storage Tanks**  
None
- 5.2 **Physical Setting Analysis**  
Vacant parcels in a recorded subdivision
- 5.3 **Other Areas of Concern**  
None
- 5.4 **Site Plan**  
N.A.

## 6.0 FINDING AND CONCLUSIONS

There is no evidence or indications the three parcels identified in this ESA Transactional Screen has or exhibits any characteristics of "potential environmental concern."

## 7.0 SIGNATURE PAGE

*Doyle Butler* 4/12/10

Doyle Butler  
Engineering and Environmental Coordinator  
NCSB  
Solid Waste Management

## 8.0 QUALIFICATIONS OF PREPARER

BS - Environmental Resources and Management, UWF  
MA - Public Administration, TSU  
Formal training in conduction ESA's UNF  
Twenty years experience in environmental disciplines

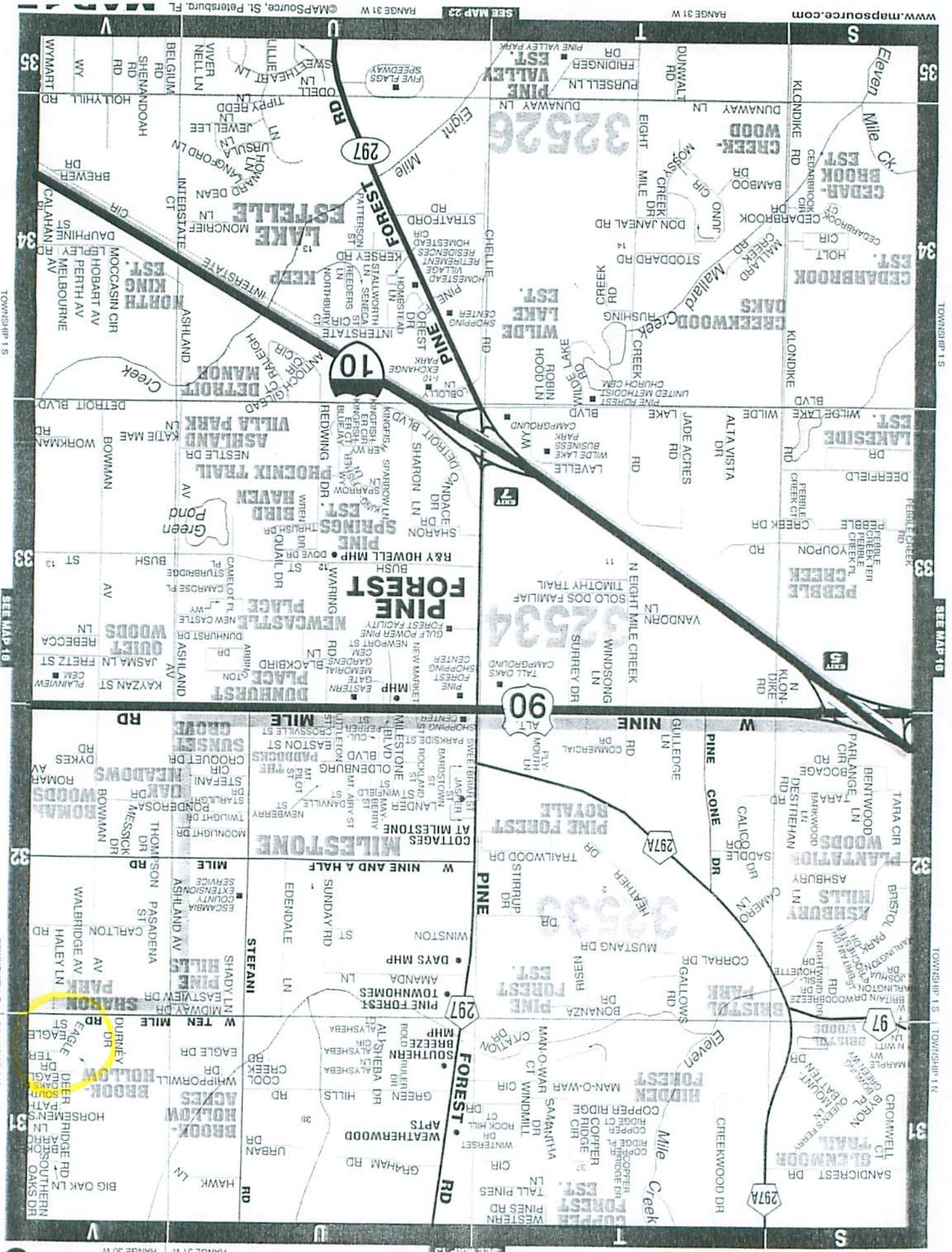
## APPENDICES

- APPENDIX A Maps and Site Location
- APPENDIX B Ownership
- APPENDIX C Aerial Photography
- APPENDIX D Interview Documentation and Transactional Screen

# APPENDIX

## A

### Maps and Site Location



**PINE FOREST, LAKE ESTELLE, MILESTONE**

# APPENDIX

## B

### Ownership and Historical Documents

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500005002
<b>Account:</b>	110565320
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1718 W TEN MILE RD
<b>Use Code:</b>	VACANT RESIDENTIAL <i>u</i>
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

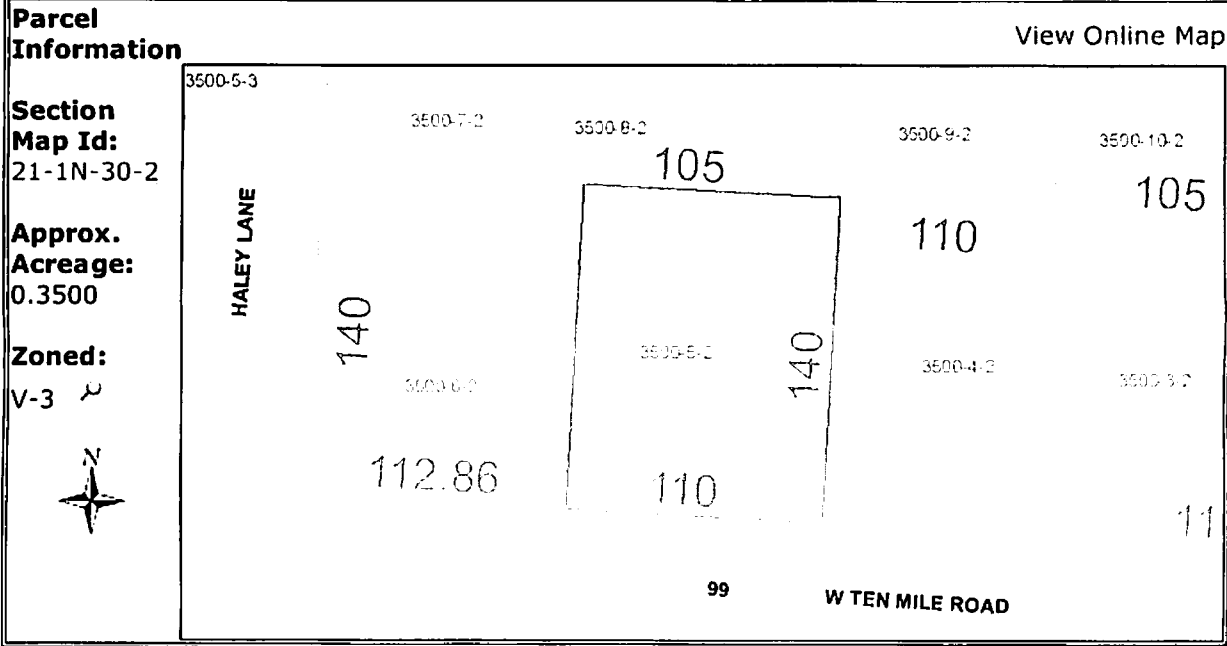
2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1987	2445	0305	\$200,000	WD	View Instr
02/1987	2353	0364	\$172,000	WD	View Instr
09/1986	2277	0977	\$136,300	WD	View Instr
10/1981	1583	0322	\$138,800	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions
None

Legal Description
LT 5 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305

Extra Features
None



PARCEL 2

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500006002
<b>Account:</b>	110565325
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1700 W 10 MILE RD BLK
<b>Use Code:</b>	VACANT RESIDENTIAL $\rho$
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

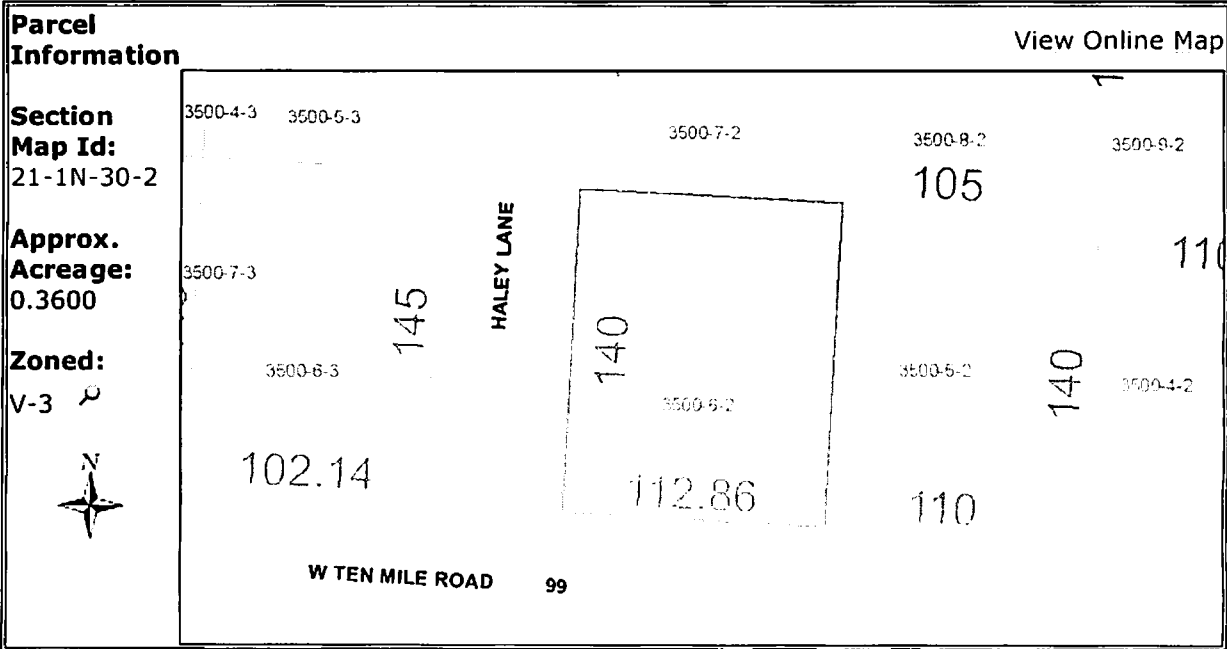
2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1987	2445	0305	\$200,000	WD	View Instr
02/1987	2353	0364	\$172,000	WD	View Instr
09/1986	2277	0977	\$136,300	WD	View Instr
10/1981	1583	0322	\$138,800	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions
None

Legal Description
LT 6 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305

Extra Features
None



**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500007002
<b>Account:</b>	110565330
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1700 EAGLE ST BLK
<b>Use Code:</b>	VACANT RESIDENTIAL <i>u</i>
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

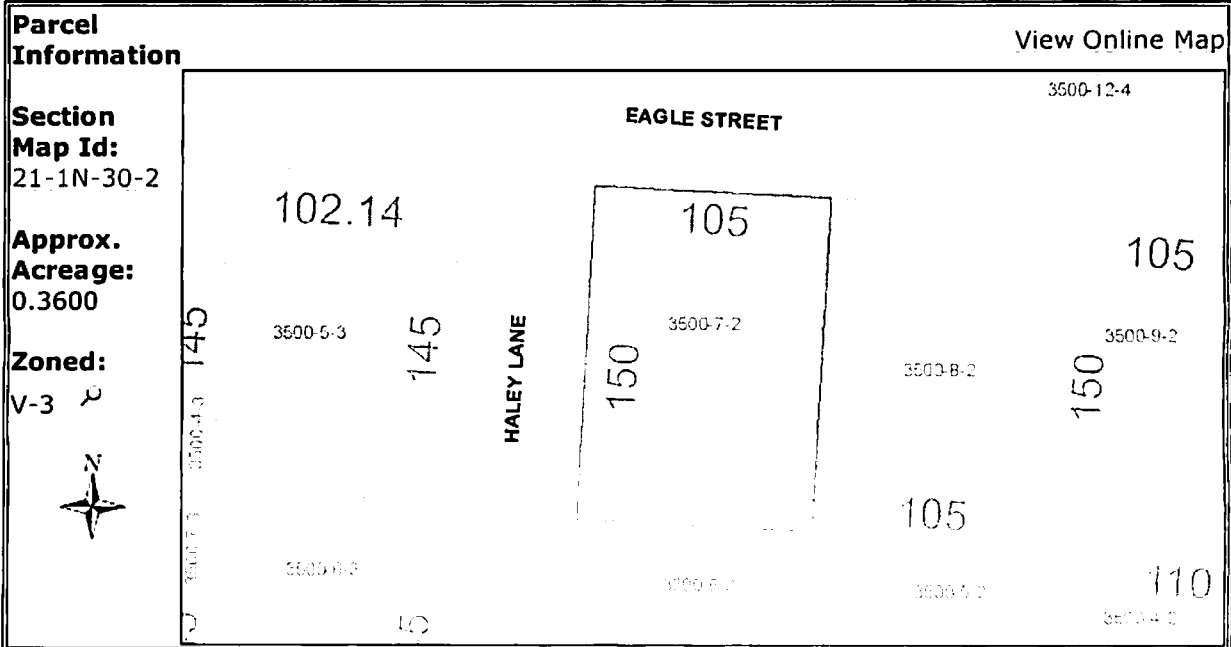
2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<i>Save Our Homes:</i>	\$0
<a href="#">Disclaimer</a>	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1987	2445	0305	\$200,000	WD	View Instr
02/1987	2353	0364	\$172,000	WD	View Instr
09/1986	2277	0977	\$136,300	WD	View Instr
10/1981	1583	0322	\$138,800	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions
None

Legal Description
LT 7 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305

Extra Features
None





Bentley's 477 7123 uph

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500029001
<b>Account:</b>	110565150
<b>Owners:</b>	SCHAEFER RONALD E & THERESA MALOY TRUSTEES
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1664 EAGLE TER
<b>Use Code:</b>	VACANT RESIDENTIAL <input type="checkbox"/>
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

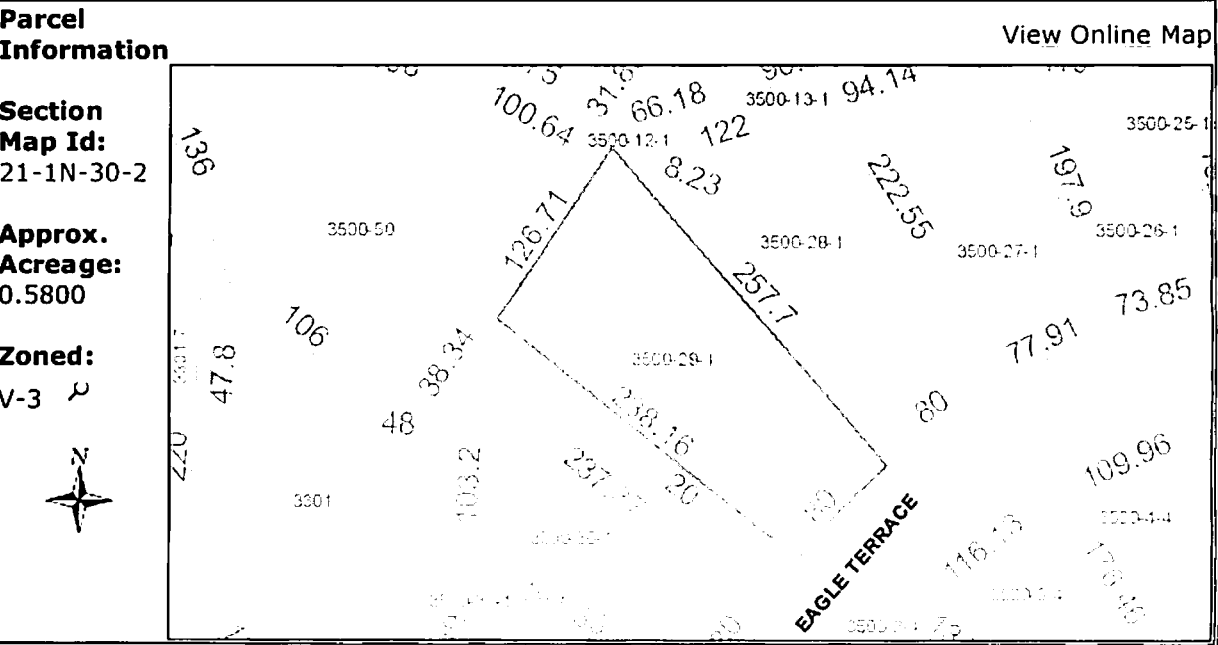
2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1999	4453	1150	\$100	WD	<a href="#">View Instr</a>
05/1999	4419	0745	\$100	WD	<a href="#">View Instr</a>
10/1987	2467	0198	\$56,000	WD	<a href="#">View Instr</a>
02/1987	2353	0364	\$172,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions
None

Legal Description
LT 29 BLK A BROOKHOLLOW S/D PB 10 P 1 OR 2467 P 198 OR 4453 P 1150

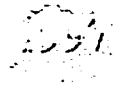
Extra Features
None



APPENDIX

C

AERIAL  
PHOTOGRAPHS





ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
LWG 07/22/09 DISTRICT 5

PARCEL # 1: 21-IN-30-3500-005-002 / ACCOUNT # 11056320  
PARCEL # 2: 21-2N-30-3500-006-002 / ACCOUNT # 110565325  
PARCEL # 3: 21-2N-30-3500-007-002 / ACCOUNT # 110565330  
PARCEL # 4: 21-2N-30-3500-029-001 / ACCOUNT # 110565150



BROOKHOLLOW S/D / SCHAEFER PROPERTY

# Parcel 1

#1 Looking NE Across ten Mile Road



## Parcels 2 & 3

#2 looking North off Ten Mile RD



#3 looking North off Haley



# Parcel 4

# 1 Looking West off Eagle Ter

# 1 Looking NW off Eagle Ter



# APPENDIX

## D

### Interview and Transactional Screen



**SITE INTERVIEWS  
BROOKHOLLOW S/D  
PARCELS 1-4**

**Interview and Transactional Screen 04/08/2010**

**Mr. Ronald Maloy related to the interviewer that the Harbor Pilots, Inc. had invested in the sites to enhance the Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan fund. The Pension Plan invested in the properties approximately in 1980-1. During that time Mr. Maloy served with the Harbor Pilots as a ship's Captain and had the task of occasionally monitoring the parcels in Brookhollow SD. To his knowledge the sites were never disturbed nor was debris discharged to the parcels. Over time the development of the area directed additional stormwater to the area and these parcels were affected with additional storm water volumes. He was contacted by a person from Escambia County and asked if the lots could be purchased.. He is currently dealing with the County and expects to come to an agreement.**

reasons for any such conclusion.

5.6.1 Upon obtaining an affirmative answer, an answer of unknown or no response, the *user* should first refer to the guide. The guide may provide sufficient explanation to allow a *user* to conclude that no further inquiry is appropriate with respect to the particular question.

5.6.2 If the guide to a particular question does not, in itself, permit a *user* to conclude that no further inquiry is appropriate, then the *user* should consider other information obtained from the *transaction screen process* relating to this question. For example, while on the site performing a *site visit*, a person may find a storage tank on the *property* and therefore answer Question 10 of the *transaction screen questionnaire* in the affirmative. However, during or subsequent to the *owner/occupant inquiry*, the *owner* may produce evidence that substances now or historically contained in the tank (for example, water) are not likely to cause contamination.

5.6.3 If either the guide to the question or other information obtained during the *transaction screen process* does not permit a *user* to conclude no further inquiry is appropriate with respect to such question, then the *user* must determine, in the exercise of the *user's* reasonable business judgment, based upon the totality of unresolved affirmative answers or answers of unknown received during the *transaction screen process*, whether further inquiry may be limited to those specific issues identified as of concern or should proceed with a full *Phase I Environmental Site Assessment*.

5.7 *Presumption*—A presumption exists that further inquiry is necessary if an affirmative answer is given to a question or because the answer was unknown or no response was given. In rebutting this presumption, the *user* should evaluate information obtained from each component of the *transaction screen process* and consider whether sufficient information has been obtained to conclude that no further inquiry is necessary. The *user* must determine, in the exercise of the *user's* reasonable business judgment, the scope

of such further inquiry: whether to proceed with a *Phase I Environmental Site Assessment* prepared in accordance with Practice E 1527 or a lesser inquiry directed at specific issues raised by the questionnaire.

5.8 *Further Inquiry Under Practice E 1527*—Upon completing the *transaction screen questionnaire*, if the *user* concludes that a *Phase I Environmental Site Assessment* is needed, the *user* should proceed with such inquiry with the advice and guidance of an *environmental professional*. Such further inquiry should be undertaken in accordance with Practice E 1527.

5.9 *Signature*—The *user* and the *preparer* of the *transaction screen questionnaire* must complete and sign the questionnaire as provided at the end of the questionnaire.

## 6. Transaction Screen Questionnaire

6.1 *Persons to Be Questioned*—The following questions should be asked of (1) the current *owner* of the *property*, (2) any major *occupant* of the *property* or, if the *property* does not have any major *occupants*, at least 10 % of the *occupants* of the *property*, and (3) in addition to the current *owner* and the *occupants* identified in (2), any *occupant* likely to be using, treating, generating, storing, or disposing of *hazardous substances* or *petroleum products* on or from the *property*. A major *occupant* is any *occupant* using at least 40 % of the leasable area of the *property* or any anchor tenant when the *property* is a shopping center. In a multifamily *property* containing both residential and commercial uses, the *preparer* does not need to ask questions of the residential *occupants*. The *preparer* should ask each person to answer all questions to the best of the respondent's *actual knowledge* and in good faith. When completing the *site visit* column, the *preparer* should be sure to observe the *property* and any buildings and other structures on the *property*. The guide provides further details on the appropriate use of this questionnaire.

Description of Site: Address:  
3 Lots w/ Break Hollow S/D  
Account# 11056320  
11056325  
11056330

Question		Owner <sup>7</sup>			Occupants (if applicable)			Observed During Site Visit	
		Yes	No	Unk	Yes	No	Unk	Yes	No
1a. Is the <i>property</i> used for an industrial use?	Yes		No	Unk	Yes	No	Unk	Yes	No
1b. Is any <i>adjoining property</i> used for an industrial use?	Yes		No	Unk	Yes	No	Unk	Yes	No
2a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used for an industrial use in the past?	Yes		No	Unk	Yes	No	Unk	Yes	No
2b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used for an industrial use in the past?	Yes		No	Unk	Yes	No	Unk	Yes	No
3a. Is the <i>property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes		No	Unk	Yes	No	Unk	Yes	No

<sup>7</sup> Unk = "unknown" or "no response."

Question	Owner?			Occupants (if applicable)			Observed During Site Visit	
	Yes	No	Unk	Yes	No	Unk	Yes	No
3b. Is any <i>adjoining property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6a. Are there currently any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
7a. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the property that originated from a contaminated site?	Yes	No	Unk	Yes	No	Unk	Yes	No
7b. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the property that is of an unknown origin?	Yes	No	Unk	Yes	No	Unk	Yes	No
8a. Are there currently any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
9a. Is there currently any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No

Question		Owner?		Occupants (if applicable)			Observed During Site Visit	
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
10a. Are there currently any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
12a. Are there currently any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any flooring, drains, or walls within the facility that were stained by substances other than water or were emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Yes	No	Unk	Yes	No	Unk	Yes	No
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?	Yes	No	Unk	Yes	No	Unk	Yes	No
14. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of <i>environmental liens</i> or governmental notification relating to past or recurrent violations of environmental laws with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15a. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15b. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15c. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15d. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		

Question	Owner?			Occupants (if applicable)			Observed During Site Visit	
	Yes	No	Unk	Yes	No	Unk	Yes	No
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Yes	No	Unk	Yes	No	Unk		
17. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	Yes	No	Unk	Yes	No	Unk		
18a. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a storm water sewer system?	Yes	No	Unk	Yes	No	Unk	Yes	No
18b. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a sanitary sewer system?	Yes	No	Unk	Yes	No	Unk	Yes	No
19. Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the property?	Yes	No	Unk	Yes	No	Unk	Yes	No
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes	No	Unk	Yes	No	Unk	Yes	No

Government Records/Historical Sources Inquiry

(See guide, Section 10)

21. Do any of the following Federal government record systems list the property or any property within the circumference of the area noted below:			
National Priorities List—within 1.0 mile (1.6 Km)?	Yes	No	
CERCLIS List—within 0.5 mile (0.8 Km)?	Yes	No	
RCRA CORRACTS Facilities—within 1.0 mile (1.6 Km)?	Yes	No	
RCRA non-CORRACTS TSD Facilities—within 0.5 mile (0.8 Km)?	Yes	No	
22. Do any of the following state record systems list the property or any property within the circumference of the area noted below:			
List maintained by state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to NPL—within approximately 1.0 mile (1.6 Km)?	Yes	No	
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS—within 0.5 mile (0.8 Km)?	Yes	No	
Leaking Underground Storage Tank (LUST) List—within 0.5 mile (0.8 Km)?	Yes	No	
Solid Waste/Landfill Facilities—within 0.5 mile (0.8 Km)?	Yes	No	
23. Based upon a review of fire insurance maps or consultation with the local fire department serving the property, all as specified in the guide, are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?	Yes	No	N/A

The preparer of the transaction screen questionnaire must complete and sign the following statement. (For definition of "preparer" and "user," see 5.3 or 3.3.25.)

This questionnaire was completed by:

Name Doyle Botler  
 Title Env. Environmental Control  
 Firm ES&C Co. D. SW-  
 Address 13009 Beulah Rd  
Camden, NJ  
 Phone number 856 937 2148  
 Date 4/8/2018

If the preparer is different than the user, complete the following:

Name of user \_\_\_\_\_  
 User's address \_\_\_\_\_

User's phone number \_\_\_\_\_

Preparer's relationship to site \_\_\_\_\_

Preparer's relationship to user (for example, principal, employee, agent, consultant) \_\_\_\_\_

reasons for any such conclusion.

5.6.1 Upon obtaining an affirmative answer, an answer of unknown or no response, the *user* should first refer to the guide. The guide may provide sufficient explanation to allow a *user* to conclude that no further inquiry is appropriate with respect to the particular question.

5.6.2 If the guide to a particular question does not, in itself, permit a *user* to conclude that no further inquiry is appropriate, then the *user* should consider other information obtained from the *transaction screen process* relating to this question. For example, while on the site performing a *site visit*, a person may find a storage tank on the *property* and therefore answer Question 10 of the *transaction screen questionnaire* in the affirmative. However, during or subsequent to the *owner/occupant inquiry*, the *owner* may produce evidence that substances now or historically contained in the tank (for example, water) are not likely to cause contamination.

5.6.3 If either the guide to the question or other information obtained during the *transaction screen process* does not permit a *user* to conclude no further inquiry is appropriate with respect to such question, then the *user* must determine, in the exercise of the *user's* reasonable business judgment, based upon the totality of unresolved affirmative answers or answers of unknown received during the *transaction screen process*, whether further inquiry may be limited to those specific issues identified as of concern or should proceed with a full *Phase I Environmental Site Assessment*.

5.7 *Presumption*—A presumption exists that further inquiry is necessary if an affirmative answer is given to a question or because the answer was unknown or no response was given. In rebutting this presumption, the *user* should evaluate information obtained from each component of the *transaction screen process* and consider whether sufficient information has been obtained to conclude that no further inquiry is necessary. The *user* must determine, in the exercise of the *user's* reasonable business judgment, the scope

of such further inquiry: whether to proceed with a *Phase I Environmental Site Assessment* prepared in accordance with Practice E 1527 or a lesser inquiry directed at specific issues raised by the questionnaire.

5.8 *Further Inquiry Under Practice E 1527*—Upon completing the *transaction screen questionnaire*, if the *user* concludes that a *Phase I Environmental Site Assessment* is needed, the *user* should proceed with such inquiry with the advice and guidance of an *environmental professional*. Such further inquiry should be undertaken in accordance with Practice E 1527.

5.9 *Signature*—The *user* and the *preparer* of the *transaction screen questionnaire* must complete and sign the questionnaire as provided at the end of the questionnaire.

### 6. Transaction Screen Questionnaire

6.1 *Persons to Be Questioned*—The following questions should be asked of (1) the current *owner* of the *property*, (2) any major *occupant* of the *property* or, if the *property* does not have any major *occupants*, at least 10 % of the *occupants* of the *property*, and (3) in addition to the current *owner* and the *occupants* identified in (2), any *occupant* likely to be using, treating, generating, storing, or disposing of *hazardous substances* or *petroleum products* on or from the *property*. A major *occupant* is any *occupant* using at least 40 % of the leasable area of the *property* or any anchor tenant when the *property* is a shopping center. In a multifamily *property* containing both residential and commercial uses, the *preparer* does not need to ask questions of the residential *occupants*. The *preparer* should ask each person to answer all questions to the best of the respondent's *actual knowledge* and in good faith. When completing the *site visit* column, the *preparer* should be sure to observe the *property* and any buildings and other structures on the *property*. The guide provides further details on the appropriate use of this questionnaire.

Description of Site: Address:

RE + TM MALOY, TRUSTEES  
PARCEL 4 ACCT# 110565150  
LEPAGE TERRACE  
BROOK HOLLOW S/D ESC CO FL

Question	Owner <sup>7</sup>			Occupants (if applicable)			Observed During Site Visit	
	Yes	No	Unk	Yes	No	Unk	Yes	No
1a. Is the <i>property</i> used for an industrial use?	Yes	No	Unk	Yes	No	Unk	Yes	No
1b. Is any <i>adjoining property</i> used for an industrial use?	Yes	No	Unk	Yes	No	Unk	Yes	No
2a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used for an industrial use in the past?	Yes	No	Unk	Yes	No	Unk	Yes	No
2b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used for an industrial use in the past?	Yes	No	Unk	Yes	No	Unk	Yes	No
3a. Is the <i>property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No

<sup>7</sup> Unk = "unknown" or "no response."

Question	Owner <sup>7</sup>		Occupants (if applicable)			Observed During Site Visit		
	Yes	No	Unk	Yes	No	Unk	Yes	No
3b. Is any <i>adjoining property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
4b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	Yes	No	Unk	Yes	No	Unk	Yes	No
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6a. Are there currently any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial <i>drums</i> (typically 55 gal (208 L)) or sacks of chemicals located on the <i>property</i> or at the facility?	Yes	No	Unk	Yes	No	Unk	Yes	No
7a. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that originated from a contaminated site?	Yes	No	Unk	Yes	No	Unk	Yes	No
7b. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the <i>property</i> that is of an unknown origin?	Yes	No	Unk	Yes	No	Unk	Yes	No
8a. Are there currently any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	Yes	No	Unk	Yes	No
9a. Is there currently any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No

Question		Owner <sup>7</sup>		Occupants (if applicable)			Observed During Site Visit	
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
10a. Are there currently any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk	Yes	No
12a. Are there currently any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any flooring, drains, or walls within the facility that were stained by substances other than water or were emitting foul odors?	Yes	No	Unk	Yes	No	Unk	Yes	No
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?	Yes	No	Unk	Yes	No	Unk	Yes	No
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?	Yes	No	Unk	Yes	No	Unk	Yes	No
14. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of <i>environmental liens</i> or governmental notification relating to past or recurrent violations of environmental laws with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15a. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15b. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15c. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		
15d. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	Yes	No	Unk		



Question	Owner?	Occupants (if applicable)	Observed During Site Visit
16. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Yes <u>No</u>	Unk. Yes No Unk	
17. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	Yes <u>No</u>	Unk. Yes No Unk	
18a. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a storm water sewer system?	Yes <u>No</u>	Unk. Yes No Unk	Yes <u>No</u>
18b. Does the property discharge waste water, on or adjacent to the property, other than storm water, into a sanitary sewer system?	Yes <u>No</u>	Unk. Yes No Unk	Yes <u>No</u>
19. Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the property?	Yes <u>No</u>	Unk. Yes No Unk	Yes <u>No</u>
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes <u>No</u>	Unk. Yes No Unk	Yes <u>No</u>

Government Records/Historical Sources Inquiry  
(See guide, Section 10)

21. Do any of the following Federal government record systems list the property or any property within the circumference of the area noted below:			
National Priorities List—within 1.0 mile (1.6 Km)?	Yes	No	
CERCLIS List—within 0.5 mile (0.8 Km)?	Yes	No	
RCRA CORRACTS Facilities—within 1.0 mile (1.6 Km)?	Yes	No	
RCRA non-CORRACTS TSD Facilities—within 0.5 mile (0.8 Km)?	Yes	No	
22. Do any of the following state record systems list the property or any property within the circumference of the area noted below:			
List maintained by state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to NPL—within approximately 1.0 mile (1.6 Km)?	Yes	No	
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS—within 0.5 mile (0.8 Km)?	Yes	No	
Leaking Underground Storage Tank (LUST) List—within 0.5 mile (0.8 Km)?	Yes	No	
Solid Waste/Landfill Facilities—within 0.5 mile (0.8 Km)?	Yes	No	
23. Based upon a review of fire insurance maps or consultation with the local fire department serving the property, all as specified in the guide, are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?	Yes	No	N/A

The preparer of the transaction screen questionnaire must complete and sign the following statement. (For definition of "preparer" and "user," see 5.3 or 3.3.25.)

This questionnaire was completed by:  
 Name Doyle Butler  
 Title Env. Environmental Coord.  
 Firm ES&S  
 Address 13009 Beachside Rd  
Citrus Springs, FL  
 Phone number 1-850-937-2148  
 Date 4/18/2016

If the preparer is different than the user, complete the following:

Name of user \_\_\_\_\_  
 User's address \_\_\_\_\_  
 User's phone number \_\_\_\_\_  
 Preparer's relationship to site \_\_\_\_\_  
 Preparer's relationship to user (for example, principal, employee, agent, consultant) \_\_\_\_\_

REGULAR BCC AGENDA – Continued

12. Committee of the Whole Recommendation(s)

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robertson absent, taking the following action, as recommended by the Committee of the Whole (C/W), at the September 10, 2009, C/W Workshop:

1600

- A. Approving to direct staff to proceed with researching more data and securing a funding source for the shortfall the Board is unable to cover this year for the *Beach Renourishment Effort (C/W Item 10)*;
- B. Adopting a policy that the Board will not waive labor fees or any other hard costs incurred by the County for use of The Pensacola Civic Center, but will consider waiving rental fees/soft costs *(C/W Item 14)*;
- C. Authorizing staff to proceed with pursuing the acquisition, by purchase, of lots in Brookhollow Subdivision and negotiate and perform surveys, assessments, and appraisals, to facilitate design of corrective measures to eliminate drainage issues in the Subdivision *(C/W Item 15)*;
- D. Approving to amend the Agreement to reflect that the 14 days notice for eviction of the caretakers at Wedgewood School and Molino School property is subject to Board approval *(on July 9, 2009, the Board approved retaining caretakers on-site, for security purposes, and directed the County Attorney to negotiate Agreements [C/W Item 17])*; and
- E. Approving that Wayne R. Briske, Commissioner White's appointee, was absent from four Planning Board Meetings for reasons beyond Mr. Briske's control *(C/W Item 18)*.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

24. See Page 29.

25. Taking the following action regarding the acquisition of three parcels of real property, located in the 1700 Block of Eagle Street, in Brookhollow Subdivision, from The Pensacola Bar and Harbor Pilots, Inc., to correct stormwater drainage problems in Brookhollow Subdivision, at the intersection of Ten Mile Road and Haley Lane, and at the intersection of Haley Lane and Eagle Street (Funding Source: Fund 351, Local Option Sales Tax [LOST] II, Account 210105/56101/56301, Project 10EN0275, and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455):

1809

A. Authorizing staff to make an offer to The Pensacola Bar and Harbor Pilots, Inc., to purchase three parcels of property (totaling approximately 1.08 acres), for the total appraised amount of \$80,000; and

B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

26. Taking the following action regarding the acquisition of a parcel of real property, located at 1664 Eagle Terrace, in Brookhollow Subdivision, from Ronald E. Schaefer and Theresa Maloy Schaefer, to correct stormwater drainage problems in Brookhollow Subdivision at the intersection of Ten Mile Road and Haley Lane, and at the intersection of Haley Lane and Eagle Street (Funding Source: Fund 351, Local Option Sales Tax [LOST] II, Account 210105/56101/56301, Project 10EN0275, and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455):


1809

A. Authorizing staff to make an offer to Ronald E. Schaefer and Theresa Maloy Schaefer to purchase a parcel of property (approximately 0.58 acre), for the appraised amount of \$37,000; and

B. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, documents necessary to complete the acquisition of this property.

**Source: Escambia County Property Appraiser**

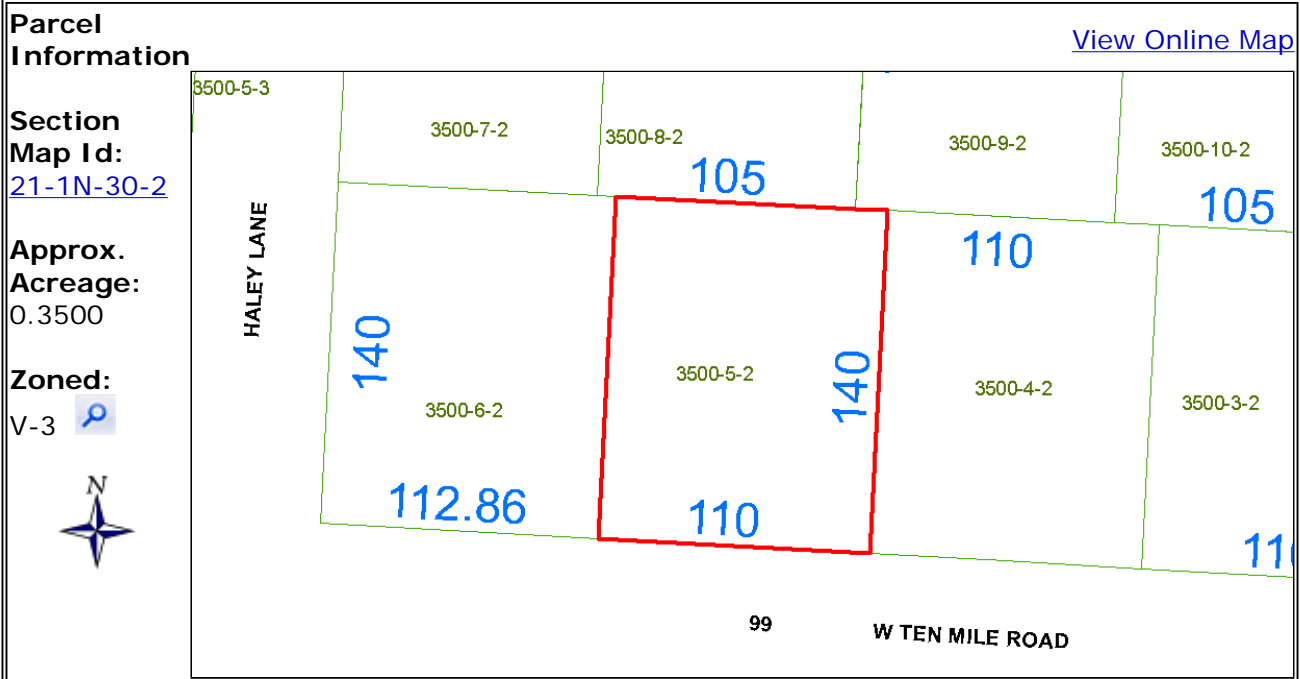
[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500005002
<b>Account:</b>	110565320
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1718 W TEN MILE RD
<b>Use Code:</b>	VACANT RESIDENTIAL 
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1987	2445	0305	\$200,000	WD	<a href="#">View Instr</a>
02/1987	2353	0364	\$172,000	WD	<a href="#">View Instr</a>
09/1986	2277	0977	\$136,300	WD	<a href="#">View Instr</a>
10/1981	1583	0322	\$138,800	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions	
None	
Legal Description	
LT 5 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305	
Extra Features	
None	




<b>Buildings</b>
<b>Images</b>

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.

**Source: Escambia County Property Appraiser**

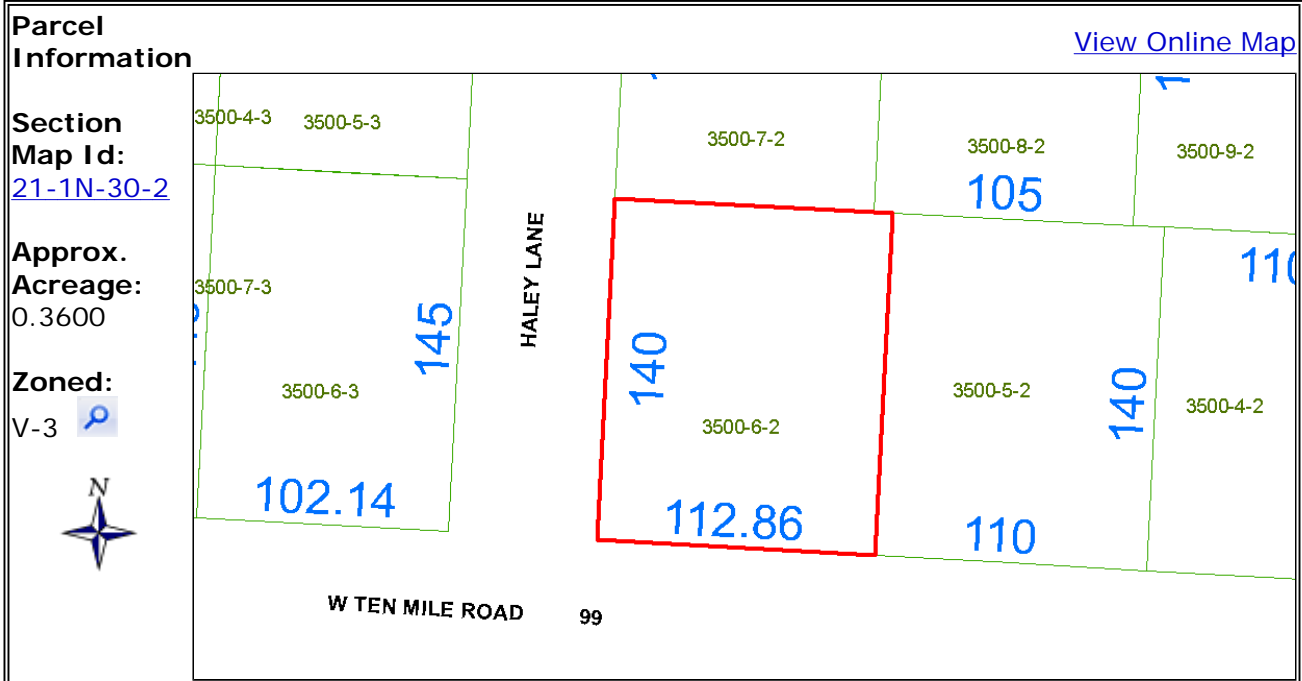
[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500006002
<b>Account:</b>	110565325
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1700 W 10 MILE RD BLK
<b>Use Code:</b>	VACANT RESIDENTIAL 
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
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09/1986	2277	0977	\$136,300	WD	<a href="#">View Instr</a>
10/1981	1583	0322	\$138,800	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions	
None	
Legal Description	
LT 6 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305	
Extra Features	
None	



<b>Buildings</b>
<b>Images</b>

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.

**Source: Escambia County Property Appraiser**

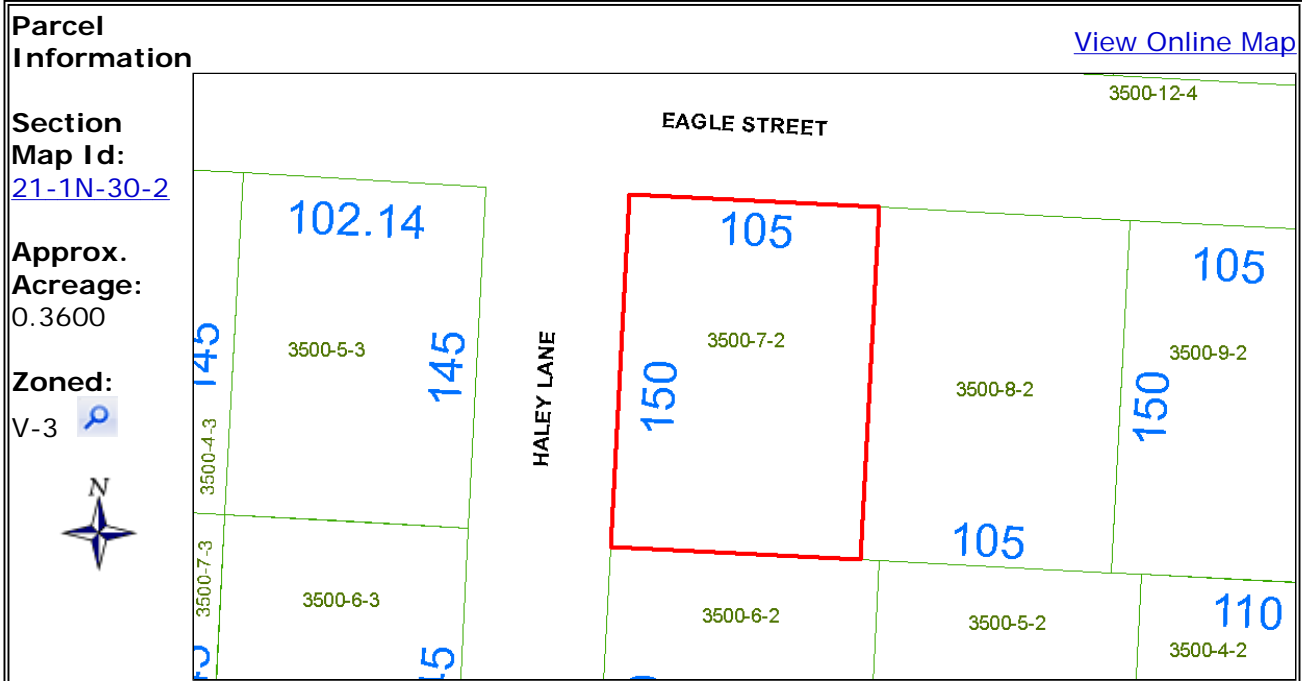
[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	211N303500007002
<b>Account:</b>	110565330
<b>Owners:</b>	PENSACOLA BAR & HARBOR PILOTS INC PENSION & PROFIT SHARING PLAN
<b>Mail:</b>	3645 MOLAREE DR PENSACOLA, FL 32503
<b>Situs:</b>	1700 EAGLE ST BLK
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Preliminary Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$19,000
<b>Total:</b>	\$19,000
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
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09/1986	2277	0977	\$136,300	WD	<a href="#">View Instr</a>
10/1981	1583	0322	\$138,800	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Preliminary Roll Exemptions	
None	
Legal Description	
LT 7 BLK B BROOKHOLLOW S/D PB 10 P 1 OR 2445 P 305	
Extra Features	
None	





<b>Buildings</b>
<b>Images</b>

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.

# SUMMARY APPRAISAL REPORT

3 VACANT RESIDENTIAL LOTS WITHIN  
BROOKHOLLOW SUBDIVISION

LOCATED OFF OF WEST TEN MILE ROAD  
IN CANTONMENT, ESCAMBIA COUNTY, FLORIDA

AS OF DECEMBER 9, 2009

B&A File: SD09DS6175-12/Client PO Number: 100805



PREPARED FOR  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE, 2ND FLOOR  
PENSACOLA, FLORIDA 32591-1591

BY  
**BRANTLEY & ASSOCIATES**  
REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505  
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

# BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM  
FL. STATE-CERTIFIED GENERAL APPRAISER RZ289  
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER. G00419

BARBARA M. MARTIN, MAI  
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK  
STATE-CERTIFIED GENERAL APPRAISER RZ2714

BARBARA S. BRANTLEY, CPA  
ADMINISTRATION & FINANCE

KATHLEEN F. SEITHER  
STATE-CERTIFIED GENERAL APPRAISER RZ3201

December 17 2009

Larry Goodwin  
Board of County Commissioners  
Escambia County Florida  
213 Palafox Place, 2nd Floor  
Pensacola, Florida 32591

Re: Summary Appraisal Report of 3 Vacant  
Residential Lots within Brookhollow  
residential subdivision in Cantonment,  
Escambia County, Florida. B&A File:  
SD09DS6175-12 / Client PO Number:  
100805

Dear Mr. Goodwin:

Per your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of obtaining an opinion of the market value of the subject property as of a current date.

Our valuation of the subject property consists of three vacant residential lots within the Brookhollow subdivision, which is located in Cantonment, Escambia County, Florida.

The property rights appraised are the fee simple estate. Based on our investigation and our analysis of the information gathered, our opinion of the bulk market value of the subject property, as of December 9, 2009, is:

**BULK MARKET VALUE OF ALL THREE LOTS  
EIGHTY THOUSAND DOLLARS  
\$80,000**

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal.

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Larry Goodwin

December 17, 2009

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Complete Summary Appraisal Report. As such, it presents only summary 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 depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM  
State-Certified General Appraiser  
Florida # RZ289



David C. Singleton  
Registered Trainee Appraiser  
Florida # RI23431

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

**PROPERTY IDENTIFICATION:** 3 Vacant Residential Lots within Brookhollow subdivision in Cantonment, Florida.

**LOCATION OF PROPERTY:** The subject's 3 lots are located within the Brookhollow residential subdivision, which is situated on the north side of West Ten Mile Road in Cantonment, Escambia County, Florida.

**OWNERSHIP:** Pensacola Bar & Harbor Pilots Inc Pension & Profit Sharing Plan  
3645 Molaree Drive  
Pensacola, Florida 32503

**PURPOSE OF APPRAISAL:** To obtain an opinion of the market value of the subject property as of a current date.

**PROPERTY RIGHTS APPRAISED:** Fee Simple

**LAST DATE OF INSPECTION:** December 9, 2009

**DATE OF VALUATION:** December 9, 2009

**DATE OF REPORT:** December 17, 2009

**ZONING:** V-3, Villages Single Family Residential High Density (County Zoning)

**FUTURE LAND USE:** MU-5, Mixed Use

**LAND AREA:** 3 Lots with an average size 0.36 Acre

**IMPROVEMENTS:** None

**HIGHEST AND BEST USE:** Residential Development

**VALUATIONS:**

**PER LOT MARKET VALUE:** \$35,000 Per Lot

**BULK MARKET VALUE:** \$80,000 (3 Vacant Residential Lots within Brookhollow subdivision)

**BROOKHOLLOW S/D / PENSACOLA BAR AND HARBOR PILOTS, INC. PROPERTY**



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

LWG 04/02/10 DISTRICT 5



**THREE PARCELS OWNED BY PENSACOLA BAR AND HARBOR PILOTS, INC.**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 16.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Approve LAP Agreement for the Construction of Paved Shoulders on 2nd Street between Interbay Avenue and Barrancas Avenue  
**From:** Larry Newsom  
**Organization:** Transportation & Traffic  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for Funding (not to exceed \$550,000), for Construction of Paved Shoulders on 2nd Street between Interbay Avenue and Barrancas Avenue (SR-292) - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for funding (not to exceed \$550,000), for construction of paved shoulders on 2nd Street between Interbay Avenue and Barrancas Avenue (SR-292):

- A. Approve the State of Florida Department of Transportation, Local Agency Program (LAP) Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County, for a design of paved shoulders on 2nd Street, between Interbay Ave and Barrancas Avenue (SR-292);
- B. Adopt the Resolution authorizing the execution of the LAP Agreement; and
- C. Authorize the Chairman to sign the LAP Agreement and Resolution for this project.

[Funding: The reimbursement from FDOT to the County will take place over a three-year period. This is due to the box funding being allocated as such: current Fiscal Year \$125,000; FY 2011-12 \$125,000; FY 2012-13 \$300,000]

**BACKGROUND:**

This project is listed on the Florida-Alabama Transportation Planning Organization's bicycle/pedestrian priority list. The boxed funding for bike/ped projects has become available to begin implementing projects on the priority list. The submittals must include a resolution supporting the project adopted, in conjunction with the approval to submit.

**BUDGETARY IMPACT:**

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement. The reimbursement from FDOT to the county will take place over a three year period. This is due to the box funding being allocated as such: current fiscal year \$125,000; FY 2011-12 \$125,000; FY 2012-13 \$300,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Agreement as to form and legal sufficiency on December 15, 2010.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The FDOT will issue a Notice to Proceed after execution of the Agreement. Escambia County will advertise a RLI after agreement execution. Transportation & Traffic Operations staff will continue to coordinate this project with Keith Shores, FDOT and the Purchasing Department for procurement of construction contract.

---

**Attachments**

2nd St LAP Resolution

2nd Street LAP Agreement

2nd St Map



RESOLUTION NUMBER R2011-\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT PAVED SHOULDERS ALONG SECOND STREET ; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

**WHEREAS**, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of constructing paved shoulders connecting Interbay Ave and Barrancas Ave as part of the Florida-Alabama Transportation Planning Organization bicycle/pedestrian project (FPID 425745-2-58-01) (hereinafter referred to as "the Project"); and

**WHEREAS**, the estimated total cost of the Project is \$550,000 (five hundred and fifty thousand dollars) and is the maximum participation by the Department; and

**WHEREAS**, any expenses in excess of the total costs of the Project will be borne by the County.

**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 recitals to be true and correct and incorporated herein by reference.

**SECTION 2.** That the Board hereby supports the proposed Project.

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

**SECTION 5.** That this Resolution shall take effect upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court**

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form  
and legal sufficiency.

By: *Mustin Hall*  
Title: ACA  
Date: 12/15/10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROJECT MANAGEMENT OFFICE  
02/09  
Page 1

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FPN: <u>425745-2-58-01</u>	Fund: <u>EB, SE, DS</u>	FLAIR Approp: _____
Federal No: <u>8887-837-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>VF596000598137</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

---

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the Escambia County B.O.C.C., hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the 2<sup>nd</sup> Street paved shoulder project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) "A", "B", "C" and "1" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROJECT MANAGEMENT OFFICE  
02/09  
Page 2

### **Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 1,150,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROJECT MANAGEMENT OFFICE  
02/09  
Page 3

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

### **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Keith Shores, P.E., District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Keith Shores, P.E., District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

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In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Keith Shores, P.E., District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Keith Shores, P.E., District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

- b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Keith Shores, P.E., District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-



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contractor or materials vendor 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 in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

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**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

**8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (a) immediately terminate the Agreement as set forth in Paragraph 8.B. below, or (b) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will

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involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore the Agency agrees that:

(a) Each financial assistance agreement you sign with a US-DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by Department, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar

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provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

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**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.08 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.09 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.10 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.11 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.12 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.13 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the

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Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.14 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.15 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**13.16 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Phillip Gainer, P.E.  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title:

As to form:

As to form:

ACH Kauter / HWA 12/15/10  
Attorney

\_\_\_\_\_  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**FPN: 425745-2-58-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

**PROJECT LOCATION:**

The project is not located on the State Highway System.

The project is not located on the National Highway System.

**PROJECT DESCRIPTION:**

This project is for the addition of paved shoulders along 2<sup>nd</sup> Street and Inter-Bay Avenue in Escambia County.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction to be completed by December 31, 2011.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will reimburse the Agency for the eligible costs directly related to the Construction and Construction Engineering and Inspection(CEI) activities on this project **not to exceed \$1,150,000.**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

<b>AGENCY NAME &amp; BILLING ADDRESS:</b> Escambia County B.O.C.C. 221 Palafox Place Pensacola, FL 32502	<b>FPN:</b> 425745-2-58-01
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**PROJECT DESCRIPTION**

Name: 2<sup>nd</sup> Street and Interbay Avenue Paved Shoulder Project Length: 0.937 Miles  
 Termini: \_\_\_\_\_

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> 2006-2007			
2007-2008			
2008-2009			
Total Planning Cost			
<b>Project Development &amp; Environment (PD&amp;E)</b> 2006-2007			
2007-2008			
2008-2009			
Total PD&E Cost			
<b>Design</b> 2009-2010			
Total Design Cost			
<b>Right-of-Way</b> 2006-2007			
2007-2008			
2008-2009			
Total Right-of-Way Cost			
<b>Construction and Construction Engineering and Inspection(CEI)</b> 2010-2011	\$125,000		\$125,000
2011-2012	\$125,000		\$125,000
2012-2013	\$300,000		\$300,000
2013-2014	\$0		\$0
2014-2015	\$600,000		\$600,000
Total Construction and CEI Costs	\$1,150,000	\$0	\$1,150,000
<b>TOTAL COST OF THE PROJECT</b>	<b>\$1,150,000</b>	<b>\$0</b>	<b>\$1,150,000</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "C"**

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR  
DEPARTMENT ASSISTED CONTRACTS**

FPN: 425745-2-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

**EXISTING CONSULTANT CONTRACTS:**

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

**CONSULTANT CEI CONTRACTS:**

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

**DESIGN-BUILD CONTRACTS:**

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** FPID 425745-2-58-01.....\$1,150,000

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

# 2nd Street Paved Shoulders

Project Location



32508



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 17.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Approval of a Railroad Reimbursement Agreement for the Arthur Brown Road at Alabama Gulf Coast Railroad  
**From:** Larry M. Newsom  
**Organization:** Transportation & Traffic  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning a Railroad Reimbursement Agreement to Improve the Alabama Gulf Coast Railway, LLC, Railroad Crossing Controls Located on Arthur Brown Road - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning a Railroad Reimbursement Agreement to improve the Alabama Gulf Coast Railway, LLC, (A&GCR) railroad crossing controls located on Arthur Brown Road:

- A. Adopt the Resolution that authorizes the County to enter into the Agreement with the State of Florida Department of Transportation (FDOT) and A&GCR;
- B. Approve the Railroad Reimbursement Agreement between the State of Florida Department of Transportation, Alabama Gulf Coast Railway, LLC, and Escambia County, Florida, that specifies FDOT will fund the \$250,000, estimated cost to improve the railroad crossing controls on Arthur Brown Road, at the A&GCR crossing, in the Walnut Hill area, and further specifies A&GCR and the County will equally share the \$3,146, annual maintenance cost for the crossing controls; and
- C. Authorize the Chairman or Vice Chairman to execute the Resolution and the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Account 270201/54601]

#### **BACKGROUND:**

This is a standard agreement FDOT uses for all railroad crossing controls on county roads to document the responsibilities for the railroad company, County and FDOT. This railroad crossing currently has crossbuck warning signs. The improvements will replace the warning signs and also add flashing lights and crossing gates to prohibit vehicles entering the crossing when activated by trains.

**BUDGETARY IMPACT:**

The railroad crossing control improvements included in the agreement will cost \$3,146 annually for required maintenance and adjustment by A&GCR. The County portion of this cost is \$1,573 per year, which was included in the current Transportation Bureau budget request for maintenance and repair for FY 10/11.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Agreement and Resolution has been reviewed and approved by legal to form and legal sufficiency on November 30, 2010.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

FDOT is coordinating execution of the Agreement and will coordinate with A&GCR on construction of the improvements.

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**Attachments**

RR Resolution

Arthur Brown RR Agreement

RESOLUTION NUMBER R2011-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING A RAILROAD REIMBURSEMENT AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPID 42750915701); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System on Arthur Brown Road, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

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 incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed Project.

**SECTION 3.** That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement with the State of Florida Department of Transportation and the Alabama Gulf Coast Railway, LLC (Company) for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 42750915701 on Arthur Brown Road, which crosses the right of way and tracks of said Company at FDOT/AAR Crossing No. 663206F located near Walnut Hill, Florida.

**SECTION 4.** That the Chairman of the Escambia County Board of County Commissioners is authorized to execute such Agreements on behalf of Escambia County.

**SECTION 5.** That the County shall assume certain costs for future maintenance and adjustment of said grade crossing control devices as set forth in the subject Railroad Reimbursement Agreement.

**SECTION 6.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *Justin Hual*

Title: ACA

Date: 12/28/10



**RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42750915701	Arthur Brown Road	ESCAMBIA	1(48730-SIGC)	00S3 048J

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and ALABAMA GULF COAST RAILWAY, LLC, a corporation organized and existing under the laws of ALABAMA, with its principal place of business in the City of MONROEVILLE, County of MONROE, State of ALABAMA, hereinafter called the COMPANY; and ESCAMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

**WITNESSETH:**

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 42750915701, on Arthur Brown Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 873.0, FDOT/AAR Crossing Number 663206F, at or near WALNUT HILL, as shown on DEPARTMENT'S Plan Sheet No. \_\_\_\_\_, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type 111 Class 111 and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 250,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ 0.00 credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 1-877-693-5236.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered

or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in

this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this

Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: DIRECTOR OF PRODUCTION )

COMPANY: ALABAMA GULF COAST RAILWAY, LLC

BY: Todd Bjorkstrom

ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
(TITLE: \_\_\_\_\_ )

Legal Review  
BY: \_\_\_\_\_  
Attorney - DOT                      Date

Approved as to Funds Available  
BY: \_\_\_\_\_  
Comptroller - DOT                      Date

Approved as to FAPG Requirements  
BY: DEDDSDDFDEDD  
FHWA                                      Date

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.  
By: Kristin Hual  
Title: ACA  
Date: 1/20/10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES**

725-090-41  
 RAIL  
 OGC - 01/05

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42750915701	ARTHUR BROWN ROA	ESCAMBIA	1(48730-SIGC)	00S3 048J

COMPANY NAME: ALABAMA GULF COAST RAILWAY,LLC

A. FDOT/AAR XING NO.: 663206F RR MILE POST TIE: 873.00

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,086.00
II	Flashing Signals - Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates - One Track	\$3,146.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,950.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2006 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 18.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** BBYSA, Inc. Neighborhood Renewal Initiative Mini-Grant Agreement  
**From:** Sandra P. Jennings, PE  
**Organization:** Comm & Env Neigh Redevelopment  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Brent Park Beautification & Restoration 2010 Project - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with BBYSA, Inc.:

- A. Approve the Agreement and award a Neighborhood Renewal Initiative Grant, in the maximum amount of \$500, for the Brent Park Beautification and Restoration 2010 Project, sponsored by BBYSA, Inc., located in the Palafox Community Redevelopment Area; and
- B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

[Funding: Fund 129/2009 CDBG, Cost Center 220410]

**BACKGROUND:**

The Escambia Consortium 2009 Annual Plan approved by the Board on July 23, 2009, included a CDBG allocation for Neighborhood Renewal Initiative Projects targeting the County's designated Community Redevelopment Areas (Englewood, Brownsville, Warrington, Barrancas, and Palafox). The Neighborhood Renewal Initiative Grant, implemented through the Neighborhood Redevelopment Branch of the Community & Environment Bureau, provides grants of up to \$5,000 from CDBG resources to encourage community and volunteer based redevelopment efforts.

The proposal submitted by BBYSA, Inc. (Association), targeting improvements in the Palafox Redevelopment Area, has been reviewed by staff of the Community Redevelopment Agency (CRA) and Neighborhood Enterprise Foundation, Inc. (NEFI). The Grant will assist the Association with improvements to the Brent Baseball Park by helping fund needed signage. A copy of the Agreement with the Association, which includes their original application, is attached as Exhibit I.

**BUDGETARY IMPACT:**

The funds for this project are budgeted in Fund 129/2009 CDBG, Cost Center 220410.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

An Agreement mutually approved and executed between the County and the project sponsor is required to provide for implementation of the project.

**IMPLEMENTATION/COORDINATION:**

Implementation oversight will be provided by NEFI and the CRA, in consultation with the Association.

---

**Attachments**

**BBYSA CDBG MG2010**

**NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this 6th day of January, 2011, by and between **ESCAMBIA COUNTY**, P. O. Box 1591, Pensacola, Florida 32597 (the "County") and **BBYSA, INC.**, 4711 North W Street, Pensacola, Florida 32505 (the "Grantee") for the specific benefit of the **Brent Park Beautification & Restoration 2010 Project** (the Project").

**P R O V I S I O N S**

A. The County has established the Escambia Neighborhood Renewal Initiative (the "Program") to provide grants to qualified organizations to complete specified projects within the boundaries of the County's designated Community Redevelopment Areas, which program and projects constitute a public purpose; and

B. All grant monies, under this Program, shall be expended solely for the construction and completion of the specified project (the "Project"), and shall be expended in accordance with provisions of the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570 and laws and regulations related thereto; and

C. The Program is conditioned upon satisfactory completion of the Project as outlined below. In consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.
2. Neighborhood Renewal Grant: County hereby awards Grantee a Program grant in the maximum amount of \$ **500.00** for the project described in **EXHIBIT I** of this Agreement.
3. Conditions: The documentation of performance, supervision, and/or receipt of goods as specified in the Project as described in **EXHIBIT I**.
4. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Included as a part of the project is the guarantee for continued operation and/or maintenance of the project by the grantee. The parties hereto agree that the Project shall be defined as that described in **EXHIBIT I**. *The work activities may not commence until the Grantee has been advised that the Project can proceed by the County.*
5. Term: The work activities to be performed by the Grantee, as part of the Project, must be initiated on or before the 10th day of January, 2011, and all Project activities shall be fully complete on or before the 6th day

of **July, 2011**. Should an extension become necessary, Grantee shall submit a written request to the County for such an extension at least thirty (30) days prior to the termination date cited above. The County's agreement to grant an extension shall not constitute a waiver of any of the other terms of the Agreement

6. Applicable Laws: The Grantee must comply with all applicable ordinances and codes, and shall, at their own 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 Grantee shall indemnify and hold harmless the County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Indemnification and Hold Harmless Agreement is attached as **EXHIBIT II**.
8. Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 4 and 5; failure to provide equipment or materials adequate to perform the project; or failure to complete the project by the designated dates.

If a Project is terminated, and that project is located on public property or right-of-way, the County reserves the right to remove or require the grantee to remove any or all portions of the Project. If a Project is terminated, and that Project is located on public property or right-of-way, the County reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site. If a Project is terminated, and that Project is located on private property, the Grantee shall be solely responsible for removing or completing the Project in consultation with the owner of said property.

9. Notice of Termination: Upon the County's determination that Grantee has breached any term of this Agreement, the County or its agent will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the County or its agent in order to avoid termination.

10. Subsequent to Termination: County shall provide Grantee a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the County may require the Grantee to submit a cashier's check to the County for the total amount of funds disbursed under this Agreement. The decision to demand repayment in such instance shall rest solely with the County and/or the U. S. Department of Housing and Urban Development.
11. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the County, or its agent, Neighborhood Enterprise Foundation, Inc. Evidence of current corporate status is included in **EXHIBIT IV**.
12. Inspectors: The Escambia County Community & Environment Bureau, Neighborhood Enterprise Foundation, Inc., or other County officials, as may be duly authorized by the County, reserve the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The County does not assume any liability for the quality of work performed or injuries incurred, in any manner, during the performance of the work described herein. Further, the County or its agent does not act in a supervisory capacity in the carrying out of this Project.
13. Monthly Reports: Monthly project reports must be submitted to the Neighborhood Enterprise Foundation, Inc. on or before the 1<sup>st</sup> calendar day of each month during construction of the project, excluding the month the project is initiated. Revenue and expenditure documentation shall be provided for all sources and uses of funds described in this Agreement. Original receipts and/or invoices are required for payment/reimbursement by the County. County, and its agent, NEFI, will not remit any drawdown on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the County and its agent.
14. Payment Process. The County prefers to provide direct payments to the vendor for pre-approved, eligible project costs under the mini-grant program. However, upon written request by the Grantee, the County will agree to provide direct payments to the Grantee for pre-approved eligible Project costs that are incurred in carrying out the Project activities as authorized hereunder. The Grantee must select either the reimbursement or direct payment option prior to initiating any Project expenditures that are to be reimbursed or paid from Grant funds provided through this Agreement. The Grantee accepts sole responsibility for ensuring that all Project expenses are reviewed and pre-approved by the County, through its agent, NEFI, prior to authorizing

delivery of the goods, services or equipment. Failure to obtain such authorization shall release the County from any obligation to pay for unauthorized goods, services or equipment, and the liability for payment in such instances shall be the responsibility of the Grantee. If applicable, direct vendor payments shall be processed through the County Office of Purchasing, and shall conform to County requirements as stipulated in the County's Purchasing Ordinance. For all Grant related purchases or reimbursements, Grantee shall be required to provide the County with three written price quotes for each item to be purchased. In the event the Grantee elects to be reimbursed for Project related expenses, the Grantee shall provide the County with the names and signatures of persons authorized to purchase merchandise for the Project. Reimbursements will be paid to these approved individuals ONLY, and shall be paid only after the Grantee submits vendor invoices, proof of payment, and other documentation as may be required by the County. Grantee and County agree that the final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit/Finance Division.

15. Maintenance of Records. Grantee shall maintain written records and accounts that document all expenditures related to this Project. Such records and accounts shall be maintained 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 County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development shall have the right to review any and all records or any other records pertaining to this Agreement, at any time. The Grantee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Grantee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Grantee and its surety, if any, seven (7) days written notice, during which period the Grantee still fails to allow access to such documents, terminate the employment of the Grantee. In such case, the Grantee shall not be entitled to receive any further payment or benefit associated with this Agreement. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Grantee (excluding monies owed the Grantee for subcontractor work).
16. Audit: The County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development maintain the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.
17. Utilization of Project Funds by Grantee. In the event the Grantee fails to utilize the Grant funds provided through this Agreement within the contract period and/or in accordance with the terms and conditions

hereunder, the County shall be under no obligation to reserve or otherwise set-aside the remaining funds for future use by the Grantee.

18. Equipment: Should the Grantee organization be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the Grant Agreement, the equipment purchased through the Grant will become the property of the County. Further, Grantee shall inventory any equipment purchased through this Agreement and report the location, condition, and use of said equipment to the County, or its agent, NEFI, at least annually for the usable life of the equipment. For equipment purchases under this Agreement, unless defined elsewhere, "usable life" shall be defined as two (2) years from the date of delivery of the equipment to the Grantee.
19. Amendments. The County, or its agent, NEFI, shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the County Administrator's approval before it becomes effective.
20. Notices. Any notices to the Grantee, under this Agreement, shall be mailed to: Neighborhood Renewal Initiative Program, NEFI, P.O. Box 18178, Pensacola, Florida 32523. Any notices shall be sent by certified mail.
21. No Discrimination. All activities provided hereunder shall be performed and executed in a non-discriminatory manner in keeping with the provisions of the Civil Rights Act of 1964 and 1968, as amended. Services and access hereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Grantee accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
22. Federal Requirements: Grantee and County agree to comply fully with governing Community Development Block Grant regulations found at 24 CFR Part 570 and other related provisions cited therein and as stipulated in **EXHIBIT III** of this Agreement.
23. Control of Assets: All purchases under this Agreement that are paid with Federal funds shall be made by the County following the proper request and documentation by the Grantee. No assets with a value in excess of \$25,000 will be procured under this agreement. Items to be purchased will generally have a per unit value of less than \$500 and will have a usable maximum life of two (2) years.
24. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement

25. Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations, or requirements. All applicable Codes and regulations remain in force.
26. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.
27. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with 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.
28. The clause 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.
29. 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. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.
30. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first written above.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

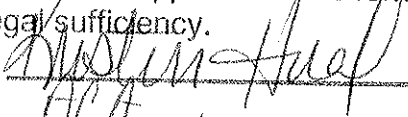
By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved: January 6, 2011

BY: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

This document approved as to form and  
Legal Sufficiency:

This document approved as to form  
and legal sufficiency.  
By:   
Title: ACA  
Date: 11/24/10

**BBYSA, INC., as sponsor of the Brent  
Park Beautification & Restoriation Project  
in the Palafox Community  
Redevelopment Area**

By: \_\_\_\_\_  
Sam Ward, President

WITNESSED:

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Sam Ward, President, BBYSA, Inc. as sponsor of the Pony League Batting Cages Project, which will serve the Palafox Redevelopment Area, who did not take an oath and who:

\_\_\_ is/are personally known to me.

\_\_\_ produced current Florida driver's license as identification.

\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT  
PROJECT ACKNOWLEDGEMENT**

**THE PROJECT DESCRIBED IN THIS AGREEMENT HAS BEEN PRESENTED OR PROVIDED TO REPRESENTATIVES OF BBYSA, INC. THE PROPOSAL IS IN KEEPING WITH THE NEEDS AND PRIORITIES OF THE COMMITTEE IN PROVIDING ENHANCED SERVICES FOR RESIDENTS OF THE PALAFX COMMUNITY.**

**EXECUTION OF THIS CERTIFICATION BY A REPRESENTATIVE OF THE BBYSA, INC. ACKNOWLEDGES THE COMMITTEE'S GENERAL FAMILIARITY WITH THE PROJECT AND THE PROJECT'S BENEFIT TO THE COMMUNITY.**

**ACKNOWLEDGED BY: \_\_\_\_\_**  
**BBYSA, INC.**

**Date: \_\_\_\_\_**

**EXHIBIT I**

**Project Application and Budget**

***SPONSORING AGENCY: BBYSA, INC.***

***PROJECT: Brent Park Beautification & Restoration Project***

ESCAMBIA NEIGHBORHOOD RENEWAL INITIATIVE  
GRANT APPLICATION FORM

(Please type or print application in blue or black ink.)

RECEIVED

OCT 29 2010

NEFI

FALL CYCLE     SPRING CYCLE

Project Name: Brent Park Beautification & Restoration 2010

Name of Neighborhood Organization: BBYSA, Inc  
Address: 4711 NORTH W ST.

Mailing Address (if different from above): Pensacola FL 32506  
3719 W. JACKSON ST.  
Pensacola FL 32506

Phone: 850 698 9320

Fax: 850 437 9375

Email Address: ~~noexcuse3@lycos.com~~

Contact Person: JAM WARD

**ORGANIZATION ELIGIBILITY CHECKLIST:**

When was the Neighborhood Organization organized? 2008

How many members belong to the Organization? 600+

The Organization's Membership is comprised of (check all that apply):  
 Homeowners     Renters     Business Owners     Other: Parents, Children, Coaches

Is the Organization's membership open and non-discriminatory?  Yes     No

The Organization's current Officers or Board of Directors are:  
Chair/President: SAM WARD  
Vice Chair/Vice President: JAVARES STRONG  
Other (list title): LANIECE BURRELL  
STEPHANIE DAVIS  
ANNE CURTAIL  
BLAINE CARD

Is the Organization a 501(c)3?  Yes     No  
Is your Organization's listing with the State of Florida's Division of Corporation Active?  
 Yes     No [listing must be current for project to be awarded]

Has the Organization successfully implemented projects within the past six months?

No  
 Yes (If yes, please list at least one example :)  
Batting Cage

**PROJECT DESCRIPTION:**

The Project is located in the following Escambia County Community Redevelopment Area (check one):

- Barrancas
- Brownsville
- Englewood
- Palafox
- Warrington

Neighborhood Organization location/boundaries (attach map as Exhibit A):

see attached

Briefly describe the proposed Project (attach additional sheets if necessary):

Clean, repair and maintain public park, including but not limited to painting buildings, street signage, fence repairs and field maintenance.

A schematic drawing depicting planned site improvements is enclosed as Exhibit \_\_\_\_, if applicable:  Yes  No

Describe how the project addresses redevelopment area priorities/needs:

Improved safety for park users.

The project will be undertaken in:

- Public right-of-way
- Public park/neighborhood facility
- Common area owned/managed by the Organization
- Private property

(NOTE: It is the applicant agency's responsibility to obtain written authorization from the owner of the property to be improved prior to proceeding with project activities)

Specify how the Organization will ensure that the improvements are properly maintained after completion (Organizations should not rely upon governmental agencies to perform or pay for such work):

Review and supervised by board members

Approximate number of persons to be served by grant:

600 +

**PROJECT BUDGET:**

NO PROJECT/PROGRAM EXPENSES MAY BE INCURRED UNTIL AFTER BOARD OF COUNTY COMMISSIONERS APPROVAL DATE. ALL PROJECTS MUST BE COMPLETED WITHIN A SIX MONTH TIME PERIOD FROM THAT DATE.

**NEIGHBORHOOD RENEWAL GRANT REQUEST**

(must not exceed \$5,000):

\$ 500<sup>00</sup>

**EXPENSES (Provide a detailed listing of estimated project expenses):**

Signage	\$	500-
Fence Repairs		
Paint Buildings		
Field Maintenance (dit)		

**TOTAL PROJECTED EXPENSES:**

\$ 500-

If awarded, written and signed estimates must be included from at least three (3) separate contractors/vendors where applicable. Expenses incurred exceeding grant funds requested/allocated must be provided by the Organization.

**ORGANIZATION PROJECT MATCH (ONLY for requests OVER \$500):** Match must be at least 50% of the Grant Funds requested. For example, if the Organization requests \$1000 in funding from the County, the Organization must provide matching funds in the amount of \$500—the total project cost would be at least \$1500.

Cash Contributions: \$ \_\_\_\_\_

In Kind Contributions (documentation will need to be provided):

Volunteer Hours (valued at \$10/hour) \$ \_\_\_\_\_

Donated Materials \$ \_\_\_\_\_

Donated Supplies \$ \_\_\_\_\_

**TOTAL PROJECTED NEIGHBORHOOD MATCH:**

\$ \_\_\_\_\_

=====

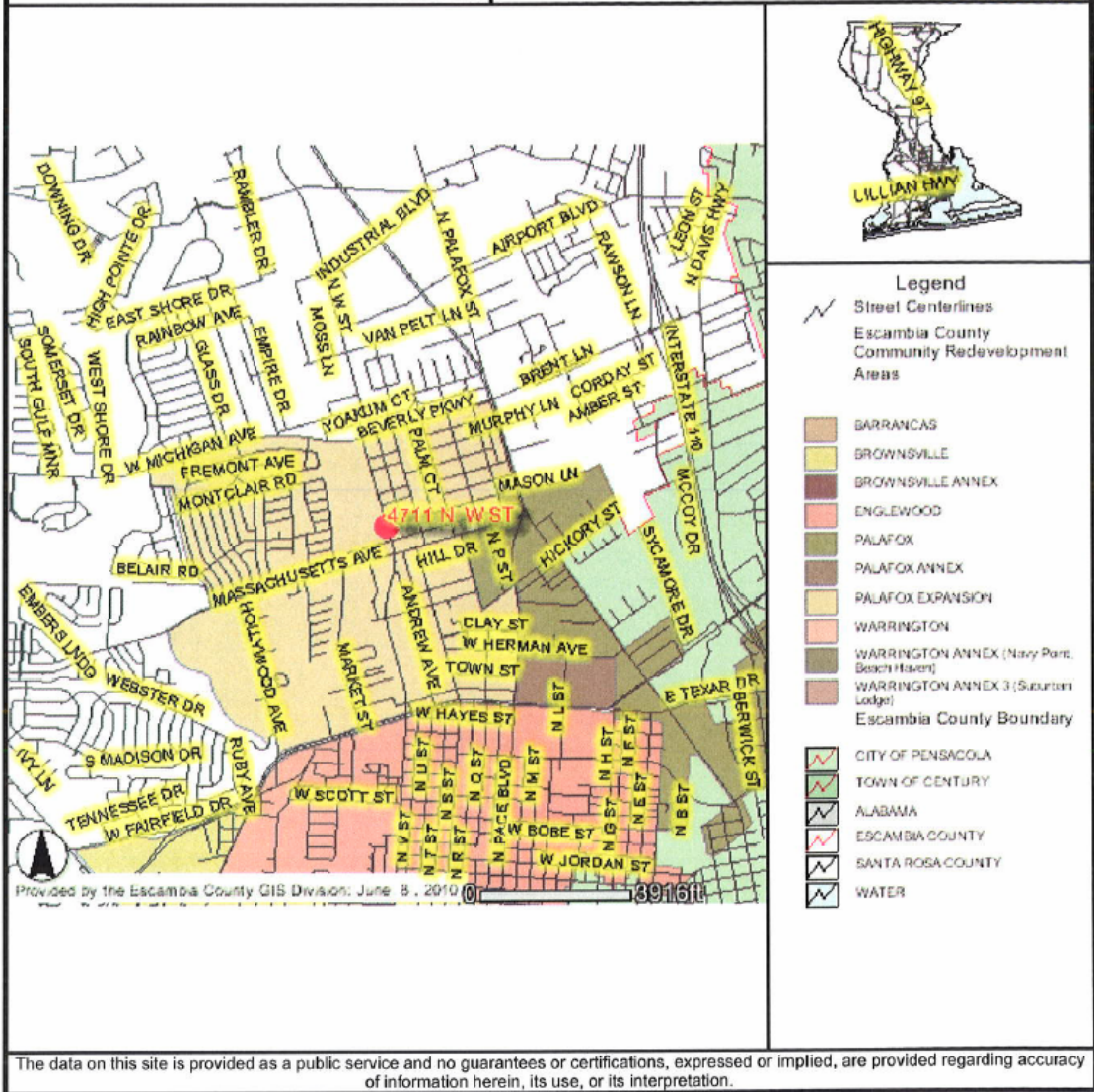
**CERTIFICATION**

I/We, BBYSA, Inc, representing the \_\_\_\_\_ Neighborhood Association hereby certify that the Association's Board of Directors or general membership approved this Escambia County Neighborhood Renewal Initiative grant application on October 29, 2010. Minutes verifying this neighborhood approval are attached as **Exhibit B**.

Executed this the 28 day of OCTOBER, 2010.

By: [Signature]  
Chairperson/President

Printed Map from Current View



The data on this site is provided as a public service and no guarantees or certifications, expressed or implied, are provided regarding accuracy of information herein, its use, or its interpretation.

EXHIBIT A



## EXHIBIT B

Minutes of the BBYSA INC Ball Park Board Meeting, Oct 24th, 2010

Call to Order: President Sam Ward called the meeting to order at 6:39 pm. The meeting was held at the Ballpark.

Recognition of Guests: N/A

Roll Call: Baseball Director Blaine Card announced (6) Board Members and (0) guests present.

Blaine Card, CJ Byrd, Jayne Card, Kris Toohey, Trudy Valance, Jarvaris Lanier

Minutes: N/A - Previous minutes from September 5th were not available for review/adoption.

Treasurer's Report: The Balance in the General Fund Account at \$1715.40.

Fundraising: Blaine asked Adam if he had heard anything about money making ideas.

CJ advised that he had talked with a skating rink to do an all night skate for 50% of the profit. vote on issue (6) YES (0) NO there was also a idea by Blaine to check on opening a ebay store to sell used items donated by teams for profit.

Further discussions were held on adding a marquee sign to the park let players know about signing up, games, events etc. We are open for a county grant to enhance the park for \$500.00 to pay for the sign.

If it doesn't pay for all of it the balance can be paid from the \$5000.00 check we get from Lamars signs in January. VOTE: (6) Yes NO (0) Also moving the coke machines and cleaning up the concessions stands should be started on in December to be ready for our season practices.

Everyone agreed to that the idea for the patio was a good one. We will ask for help from parents ect.

CJ or Sam to talk with Mike Rhodes and ask when the lights can go up as well as the electric finished.

Jayne to call Coke about fence banners for sign ups

Park Website: Jayne will work on the website and get it updated before next registration for spring 2011 or earlier.

Announcements:

- The next work days would be held on December 11th 8:00 till 12:00 pm.

-Next Board Meeting will be held on 12/11/2010 1:00 at the park.

Adjournment: The meeting adjourned at 7:35 P.M.

(\*Submitted by Blaine Card)

**EXHIBIT II**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

### ***Voluntary Participation:***

The Grantee, **BBYSA, INC.**, hereby asserts and affirms that the Grantee is a volunteer-based organization, and that said organization requested assistance from Escambia County's Neighborhood Renewal Initiative Project to undertake activities developed, sponsored and implemented by the Grantee. The Grantee accepts responsibility for coordination of all Project activities; assuring the safety of its volunteers; providing proper training and instruction to volunteers in the use of equipment and supplies required to undertake the Project; and general oversight and management of the Project.

### ***Indemnification:***

The Grantee, **BBYSA, INC.**, shall, at all times throughout the duration of this Project, indemnify and hold harmless Escambia County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Grantee assumes all responsibility for Project activities and related work, and shall provide and pay the costs of legal services in the event legal action is brought against the Grantee, the County or NEFI as a result of matters associated with this Project. This in no way shall prohibit the County or NEFI from securing legal services in addition to that provided by Grantee. The duration of this Agreement shall be defined to mean the contract term as stated in the Project Agreement dated January 6, 2011; or the period during which any of the equipment or supplies provided under the Agreement remain in use by the Grantee, or agencies or individuals, affiliated with the Grantee, whichever is longer. In the event of litigation, the duration shall be extended through the date that any and all litigation actions are completed and legally or judicially settled.

### ***Independent Agency/Contractor:***

In carrying out the activities cited in the January 6, 2011, Project Agreement, **BBYSA, INC.**, the Grantee, County, and NEFI agree and affirm that the Grantee is an independent agency/contractor and the Grantee is not an employee or agent of the County or NEFI. Implementation of the Project activities shall be at the direction of the Grantee.

### ***Liability for Claims/Insurance:***

Grantee, **BBYSA, INC.**, acknowledges that the County nor NEFI shall be responsible for insurance claims, personal or injury claims, legal fees, medical or health care charges, or other costs of any kind that may result from the implementation of the Project activities. Grantee assumes responsibility for properly ensuring its protection from such potential claims, and releases the County and NEFI from any responsibility for such claims or legal actions.

Grantee acknowledges and agrees to the terms and conditions cited herein, and the Grantee has caused this Indemnification and Hold Harmless Agreement to be executed by its duly authorized officer or agent as cited below. This Agreement was approved and authorized by the governing body of the **BBYSA, INC.**

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**BBYSA, INC.**

By: \_\_\_\_\_

SAM WARD, President

WITNESSED:

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

**EXHIBIT III**

***APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS***

## LISTING OF FEDERAL PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended

Standard Provisions (Continued)

21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Utilization of Program Income. No program income will result from activities undertaken through this project.

**THE FULL TEXT OF THE FEDERAL LAWS AND/OR REGULATIONS CAN BE REVIEWED AT THE COMMUNITY DEVELOPMENT BLOCK GRANT OFFICE OR BY VISITING THE HUD WEB SITE AT [WWW.HUD.GOV](http://WWW.HUD.GOV). EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

**EXHIBIT IV**

**DOCUMENTATION OF LEGAL CORPORATE STATUS**





## Detail by Entity Name

### Florida Non Profit Corporation

BBYSA, INC.

#### Filing Information

**Document Number** N08000011506  
**FEI/EIN Number** APPLIED  
**Date Filed** 12/23/2008  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 09/27/2010  
**Event Effective Date** NONE

#### Principal Address

415 ALLERTON AVE.  
PENSACOLA FL 32506

Changed 11/02/2009

#### Mailing Address

415 ALLERTON AVE.  
PENSACOLA FL 32506

Changed 11/02/2009

#### Registered Agent Name & Address

WARD, SAM P  
415 ALLERTON AVE.  
PENSACOLA FL 32505 US

Name Changed: 11/02/2009

Address Changed: 11/02/2009

#### Officer/Director Detail

##### **Name & Address**

Title P

WARD, SAM  
415 ALLERTON AVE.  
PENSACOLA FL 32506 US

Title VP

CHANDLER, JARVARES  
415 ALLERTON AVE.  
PENSACOLA FL 32506 US

Title T

CARD, JAYNE  
4633 BRIDGEDALE ROAD  
PENSACOLA FL 32505 US

Title VPT

JENKINS, OLLIE  
415 ALLERTON AVE.  
PENSACOLA FL 32505 US

Title VPC

CARD, BLAINE SR  
415 ALLERTON AVE.  
PENSACOLA FL 32505 US

Title S

CARD, BONNIE  
5536 WALKER ROAD  
MILTON FL 32570

**Annual Reports**

**Report Year Filed Date**

2009	11/02/2009
2010	09/27/2010

**Document Images**

[09/27/2010 -- REINSTATEMENT](#)

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[11/02/2009 -- REINSTATEMENT](#)

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[12/23/2008 -- Domestic Non-Profit](#)

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**Note:** This is not official record. See documents if question or conflict.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 19.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement with Florida Fish and Wildlife Conservation Commission (FWC) – Grant No. 10263  
**From:** Sandra P. Jennings, P.E.  
**Organization:** Community & Environment  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Escambia County Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement with Florida Fish and Wildlife Commission (FWC) – Grant No. 10263 - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning the Escambia County Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement with the Florida Fish and Wildlife Conservation Commission (FWC) – Grant No. 10263:

A. Approve the Grant Agreement between Escambia County Board of County Commissioners and FWC, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount of \$53,000, from the date of execution through December 30, 2012; and

B. Authorize the Chairman to execute the Agreement and any documents related to acceptance, execution, reporting, and amendments to this Grant, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants & Projects; Cost Center/Revenue Code – TBD at time of Supplemental Budget Amendment]

**BACKGROUND:**

Escambia County has been awarded \$53,000 from Florida Fish and Wildlife Conservation Commission (FWC) for the monitoring of background PCB levels in fish tissue near the Oriskany reef site in the Gulf of Mexico, as required by US Environmental Protection Agency. No local matching funds are required for this grant.

**BUDGETARY IMPACT:**

This grant will require a Supplemental Budget Amendment to Fund 110 Other Grants & Projects. No local funding is required for this grant project.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Grant Agreement was reviewed and approved, as to form and legal sufficiency, by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires approval of all such contracts, as well as those in excess of \$50,000. Also, this recommendation is consistent with the County's commitment to fiscal responsibility and cost efficiency.

**IMPLEMENTATION/COORDINATION:**

The Community & Environment Bureau, Marine Resources Division, will continue coordination with Florida Fish and Wildlife Conservation Commission on all activities associated with the Grant Agreement.

---

**Attachments**

Grant Agreement FWC No. 10263

**ESCAMBIA COUNTY  
EX-ORISKANY PCB ARTIFICIAL REEF MONITORING PROJECT**

THIS GRANT AGREEMENT is entered into by and between the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**COMMISSION**", and the **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 221 Palafox Place, Pensacola, FL 32502, hereafter "**GRANTEE**".

NOW THEREFORE, the **COMMISSION** and the **GRANTEE**, for the considerations hereafter set forth, agree as follows:

**DUTIES OF THE GRANTEE**

1. **Scope of Services**

The **GRANTEE** shall perform the services and specific responsibilities as set forth in Attachment A, entitled "Scope of Services", attached hereto and made a part hereof.

2. **Contractor Eligibility**

The **GRANTEE** shall be licensed as necessary to perform under this Grant Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the **COMMISSION** upon request.

**TERM OF AGREEMENT**

3. **This Agreement shall begin upon execution by both parties and end on December 30, 2012, inclusive.** The **GRANTEE** shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

**COMPENSATION**

4. As consideration for the services rendered by the **GRANTEE** under the terms of this Agreement, the **COMMISSION** shall pay the **GRANTEE** on a fixed price basis in an amount not to exceed **\$53,000.00** as specific in Attachment A (Scope of Services).

**PAYMENTS**

5. The **COMMISSION** shall pay the **GRANTEE** for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the **COMMISSION's** Contract Manager. Each invoice shall include the FWC Grant Number and the **GRANTEE's** Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The **COMMISSION** shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for reimbursement shall be submitted following successful completion of the artificial reef project described in Attachment A, Scope of Services.

6. No travel expenses are authorized under the terms of this Agreement.

7. For Agreements whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

8. Invoices, including backup documentation, shall be submitted to:

Jon Dodrill, Environmental Administrator  
Florida Fish and Wildlife Conservation Commission  
Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, Florida 32301

#### **CERTIFICATE OF PARTIAL PAYMENT**

9. The **GRANTEE** will be required to complete a Certificate of Partial Payment form when payment intervals have been noted in the Agreement. This form must be submitted to the **COMMISSION's** Contract Manager starting with the second invoice and with each subsequent invoice requesting partial payment. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

#### **TERMINATION**

10. This Agreement shall terminate immediately upon the **COMMISSION** giving written notice to the **GRANTEE** in the event of fraud, willful misconduct, or breach of this Agreement.

11. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date and justification for termination, by certified mail, return receipt requested, at least forty-five (45) days prior to the termination date specified in the Agreement.

#### **TAXES**

12. The **GRANTEE** recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the term of this Agreement.

#### **NOTICE**

13. Unless a change of address is given, any and all notices shall be delivered to the parties at the following addresses:

#### **GRANTEE**

Robert Turpin, Division Manager  
Marine Resources Division  
County Community and Environment Bureau  
3363 West Park Place.  
Pensacola, FL 32505  
(850) 595-3474; cell phone (850) 554-5869  
FAX: (850) 595-3495  
[rkturpin@myescambia.com](mailto:rkturpin@myescambia.com)

#### **COMMISSION**

Jon Dodrill, Environmental Administrator  
FWC Division of Marine Fisheries Management  
2590 Executive Center Circle East, Suite 203  
Tallahassee, Florida 32301  
(850) 487-0580 x209; cell phone (850) 528-3613  
FAX: (850) 487-4847  
[jon.dodrill@myfwc.com](mailto:jon.dodrill@myfwc.com)

#### **AMENDMENT OR MODIFICATION**

14. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The **COMMISSION** may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g. specifications, schedules, method or manner of performance, requirements, etc.). However, all modifications are subject to the mutual agreement of both parties as evidenced in writing. Any modification that causes an increase or decrease in the **GRANTEE's** cost or the term of the Agreement shall require a formal amendment.

### **RELATIONSHIP OF THE PARTIES**

15. The **GRANTEE** shall perform as an independent agent and not as an agent, representative, or employee of the **COMMISSION**.
16. The **GRANTEE** covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
17. The parties agree that there is no conflict of interest or any other prohibited relationship between the **GRANTEE** and the **COMMISSION**.

### **INSURANCE REQUIREMENTS**

18. To the extent required by law, the **GRANTEE** will either be self-insured for Workers' Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the **GRANTEE** shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the **GRANTEE**. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the **GRANTEE** shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the **COMMISSION**, for the protection of his employees not otherwise protected.
19. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from Workers' Compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain Workers' Compensation Insurance.
20. The **GRANTEE**, as an independent contractor and not an agent, representative, or employee of the **COMMISSION**, agrees to carry adequate liability and other appropriate forms of insurance. The **COMMISSION** shall have no liability except as specifically provided in this Agreement.

### **CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES**

21. This Agreement may be unilaterally canceled by the **COMMISSION** for refusal by the **GRANTEE** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **GRANTEE** in conjunction with this Agreement.

### **RECORD KEEPING REQUIREMENTS**

22. The **GRANTEE** shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principals. The **GRANTEE** shall allow the **COMMISSION**, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the **GRANTEE** shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

### **LIABILITY**

23. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

#### **NON-DISCRIMINATION**

24. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

#### **PROHIBITION OF DISCRIMINATORY VENDORS**

25. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

#### **NON-ASSIGNMENT**

26. This Agreement is an exclusive agreement for services and may not be assigned in whole or in part without the written approval of the **COMMISSION**.

#### **REMEDIES**

27. The **GRANTEE** shall perform the services in a proper and satisfactory manner as determined by the **COMMISSION**.

28. It is understood by the parties that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

#### **SEVERABILITY AND CHOICE OF VENUE**

29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

#### **NO THIRD PARTY RIGHTS**

30. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

#### **JURY TRIAL WAIVER**



31. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against another party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

#### **DIVISION OF MARINE FISHERIES REQUIREMENTS**

32. The **GRANTEE** agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of two written quotes for any subcontracts required for Agreements in the amount of \$25,000 or less, and the **GRANTEE** will publicly advertise and send bid specifications to a minimum of five (5) potential subcontractors for any subcontracts required for Agreements in excess of \$25,000.

33. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph 31.

34. The **GRANTEE** shall include Attachment A (Scope of Services) *verbatim* in all bid specifications. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.

35. The **GRANTEE** shall submit a copy of the draft subcontract to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.

36. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.

37. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.

38. The **GRANTEE** shall include this entire Agreement and all attachments in all subcontracts issued as a result of this Agreement. All such subcontracts in excess of \$5,000 shall be in writing.

39. The **GRANTEE** agrees to acknowledge the role of Florida saltwater fishing license funding in any publicity related to this Agreement.

40. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code during the term of this Agreement.

41. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

42. The harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified. If harvest is required for

research purposes, then a special request in writing must be made to the **COMMISSION's** Grant Manager for written approval with guidance for the appropriate licensing requirements.

#### **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS**

43. The Florida Single Audit Act requires all non-state organizations (**GRANTEE**) who are recipients of State financial assistance to comply with the audit requirements of the Act, pursuant to Section 215.97, Florida Statutes. In addition, recipients and subrecipients (**GRANTEE**) of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the **GRANTEE** shall be required to comply with the audit requirements outlined in Attachment B, titled "Requirements of the Federal and Florida Single Audit Acts", attached hereto and made a part of this Agreement, as applicable.

44. In accordance with Section 216.347, Florida Statutes, the **GRANTEE** is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

#### **CERTIFICATE OF CONTRACT COMPLETION**

45. The **GRANTEE** will be required to complete a Certificate of Contract Completion form when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

#### **CERTIFICATE OF PARTIAL PAYMENT**

46. The **GRANTEE** will be required to complete a Certificate of Partial Payment form when payment intervals have been noted in the Agreement. This form must be submitted to the **COMMISSION's** Contract Manager starting with the second invoice and with each subsequent invoice requesting partial payment. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

#### **ENTIRE AGREEMENT**

47. This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

#### **RIGHTS IN INTELLECTUAL PROPERTY**

48. All items, materials or products, of any description, produced or developed by the **GRANTEE** for the **COMMISSION** in connection with this Grant Agreement shall be the exclusive property of the **COMMISSION** and the State of Florida and may thereby be copyrighted, patented, or otherwise protected as provided by law. Neither the **GRANTEE**, nor its employees, representatives or subcontractors, shall have any proprietary interest in the products and materials developed under this Grant Agreement. Publishing rights to the information resulting from this grant agreement are hereby granted to the **GRANTEE**, and to any not-for-profit subcontractors.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

By: \_\_\_\_\_  
(Authorized Signatory\*)

By: \_\_\_\_\_  
Director, Division of Marine Fisheries  
or Designee

Kevin W. White, Chairman  
(Print Signatory's Name and Title)

Date: \_\_\_\_\_  
ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_  
Escambia County Board of County Commissioners  
(Grantee)

This document approved as to form  
and legal sufficiency.  
By: Charles V. Caplan  
Title: Deputy City Clerk  
Date: 9/22/90

221 Palafox Place  
(Address)

Pensacola FL, 32502  
(City, State, and Zip Code)

59-6000598  
(Federal Employer Identification Number)

Approved as to form and legality:  
Julie Miralier  
FWC Attorney

Reimbursement Check Remittance Address:

221 Palafox Place, Attn: Finance Department  
(Address)

Pensacola, FL 32502  
(City, State, and Zip Code)

\*If someone other than the Chairman signs this Agreement, a statement or other document authorizing that person to sign the Agreement on behalf of the County must accompany the Agreement.

List of Attachments included as part of this Agreement:

- Attachment A                      Scope of Services
- Attachment B                      Requirements of the Federal - Florida Single Audit Acts
- Exhibit 1                              State and Federal Funds Awarded through the Florida FWC

**ATTACHMENT A  
SCOPE OF SERVICES**

**EX-ORISKANY PCB ARTIFICIAL REEF MONITORING PROJECT**

The objective of this activity is to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida. The Oriskany Reef is located in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees. The Oriskany Reef rests upright on the sand seafloor, bow facing south, in a north-south orientation in the southeast quadrant of the 77 square nautical mile Escambia East Large Area Artificial Reef Site (LAARS) The Oriskany Reef coordinates are: 30° 02.533' N. Latitude; 87° 00.397' West Longitude. Sampling methodologies and analysis will be in compliance with the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007, and the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007).

A fixed-price payment is established below for polychlorinated biphenyl (PCB) analysis of up to 70 reef fish collected from the Oriskany Reef and if needed, from one or more control sites. For each reef fish sample, there shall occur the analysis and reporting of total PCB concentrations (picograms/gram wet weight in reef fish skin-on lateral muscle fillet,), percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations at a price not to exceed \$750 per individual fish sample (up to \$52,500 for analysis of 70 fish). A laboratory generated report of the analysis results of each batch of fish from a given sampling effort shipped to the analytical lab shall be provided by the lab both as a .pdf file and Excel spread sheet at no additional cost. The **GRANTEE** shall deliver laboratory report results electronically to the **COMMISSION's** Contract Manager within five working days after the receipt of the reports from the analytical laboratory. A fixed price of \$500 shall be provided to the **GRANTEE** upon receipt and acceptance by the **COMMISSION's** Contract Manager of a formal field report documenting in detail fish sampling activities undertaken during the April 2011 fish sampling event. Payment under this Agreement may be made to the **GRANTEE** in the form of one partial and one final payment.

The reef monitoring to be funded consists of the following elements:

1. Sampling Methodology

- a. Sampling methodologies and analysis will be in compliance with the conditions of the EPA Region IV ex-Oriskany PCB Risk based Disposal Permit as amended, the **COMMISSION's** Oriskany Monitoring Plan and any additional direction provided by the EPA, the Florida Department of Health, or the **COMMISSION**.
- b. The **GRANTEE** shall coordinate closely with the **COMMISSION** on all aspects of sample collection activities.

2. Deliverables

- a. A written draft report summarizing field, administrative, and sample storage and shipping activities related to completion of the sampling event will be submitted to the Commission for review within 30 days of the completion of the April 2011 field sampling trip.
- b. A laboratory report of the PCB analysis results will be submitted electronically as an Excel spreadsheet and .pdf file by the **GRANTEE** to the **COMMISSION** for review within 5 days of the **GRANTEE's** receipt of the lab report.

3. Funds from this Agreement may not be expended on salaries, training, parts replacement or repairs to rented or contractor owned equipment, sample storage and shipping, charter boat rental, or miscellaneous laboratory or other supplies required to complete field sampling operations.

- Documentation of the field reports and all lab analysis results must be submitted with the closeout package in order for reimbursement to be made.

**PAYMENT SCHEDULE**

- For satisfactory completion of a field sampling report and a maximum of seventy (70) individual reef fish PCB sample analyses with accompany laboratory results reports, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **\$53,000** on a fixed price basis according to the cost per unit in the following table:

<b>Monitoring Deliverables</b>	<b>Unit Number</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
PCB analysis of fish tissue	70 fish	\$750.00	\$52,500.00
Field Report (April 2011)	1	\$500.00	\$500.00
<b>TOTAL</b>			<b>\$53,000.00</b>

- The **GRANTEE** shall be reimbursed by the **COMMISSION** in the form of up to two partial payments for all allowable laboratory analysis costs incurred under this Agreement, following satisfactory completion of the events completed for which partial reimbursement is requested. Submission of all required project close out documentation is required no later than forty-five (45) days after the ending date of the Agreement. A timely reimbursement request following receipt of PCB sample analysis results is strongly encouraged.

**PERFORMANCE**

- Any published articles related to this artificial reef activity should reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT B  
REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

**PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the

Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

### **PART III: OTHER AUDIT REQUIREMENTS**

None

### **PART IV: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Trevor Phillips, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Trevor Phillips, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Trevor Phillips, Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Audit Director, Trevor Phillips, by phone at (850) 488-6068 or by email at [trevor.phillips@myfwc.com](mailto:trevor.phillips@myfwc.com)

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

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**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**NONE**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**NONE**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST  
OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

**NONE**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Division of Marine Fisheries Artificial Reef Grants Program
CSFA No.:	77.007
Recipient:	Escambia County
Amount:	\$53,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:**

8. Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
9. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**

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## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 20.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Interlocal Agreement with Santa Rosa County for Permitted Artificial Reef Sites  
**From:** Sandra P. Jennings, P.E.  
**Organization:** Community & Environment  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Interlocal Agreement with Santa Rosa County for Permitted Artificial Reef Sites - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning an Interlocal Agreement between the County and Santa Rosa County for permitted artificial reef sites:

- A. Approve the Interlocal Agreement allowing Santa Rosa County to contribute appropriate reef materials and monetary compensation towards management of the artificial reef construction, for the purpose of enhancing the County's existing artificial reef sites; and
- B. Authorize the Chairman to execute the Interlocal Agreement and any documents related to acceptance, without further action of the Board.

[Funding: Fund 108, Tourist Promotion Fund, Revenue Account TBD (new) – (\$1,000 minimum)]

#### **BACKGROUND:**

Escambia County possesses permits from Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (ACOE) for four artificial reef sites in the Gulf of Mexico. Community & Environment Bureau, Marine Resources Division manages the County's Artificial Reef Program in compliance with the FDEP and ACOE permits. With Santa Rosa County lacking permitted artificial reef sites, this Interlocal Agreement provides a mechanism for Santa Rosa County to participate in increasing local marine life habitat.

#### **BUDGETARY IMPACT:**

Per the Interlocal Agreement, Santa Rosa County will compensate Escambia County \$1000 per day for Community & Environment Bureau, Marine Resources Division time and equipment used to manage artificial reef construction. The funds will be placed into Fund 108 Tourist Promotion Fund, Revenue Account TBD.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Interlocal Agreement was reviewed and approved, as to form and legal sufficiency, by the County Attorney's Office.

**PERSONNEL:**

No additional staff is required to fulfill the obligations of this agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All such Interlocal Agreements must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

Community & Environment Bureau, Marine Resources Division will coordinate with Santa Rosa County, Florida Fish and Wildlife Commissions (FWC), the U.S. Army Corp of Engineers (ACOE), the U.S. Coast Guard and any other pertinent agencies on the disposal of appropriate materials into the artificial reef sites and on all other activities associated with the Interlocal Agreement.

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**Attachments**

Interlocal Agreement with Santa Rosa County

**INTERLOCAL AGREEMENT RELATING TO ESCAMBIA COUNTY'S  
ARTIFICIAL REEF SITES**

**THIS AGREEMENT** ("Agreement") made and entered into by and between Santa Rosa County, a county in the State of Florida (hereinafter referred to as the "Santa Rosa County") with administrative offices located at 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "Escambia County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (each at times also being referred to as "Party" or collectively as "Parties").

**WITNESSETH:**

**WHEREAS**, maintaining Escambia County's permitted artificial reef sites serves to benefit the natural environment by promoting marine life; and

**WHEREAS**, Santa Rosa County wishes to contribute appropriate reef materials to enhance Escambia County's artificial reef sites; and

**WHEREAS**, it is the purpose and intent of this Agreement, the parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended and codified as Section 163.01, Florida Statutes, to permit Escambia County and Santa Rosa County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide certain services under this Agreement in the manner that will best accord with the resources available to each; and

**WHEREAS**, Escambia County and Santa Rosa County have determined it is in the best interest of the citizens to enter into this Agreement to allow Santa Rosa County to contribute appropriate reef materials to Escambia County's existing artificial reef site as defined by the permits from the Florida Department of Environmental Protection (FDEP) and/or the U.S. Army Corps of Engineers (ACOE).

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

**ARTICLE 1**  
**Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The purpose of this Agreement is to set forth the terms and conditions by which Santa Rosa County may contribute appropriate reef materials to the Escambia County's existing artificial reef sites as defined by permits from the FDEP and the ACOE.

**ARTICLE 2**  
**Responsibilities of the Parties**

2.1 Subject to the terms and conditions set forth herein, Escambia County agrees to allow Santa Rosa County to contribute appropriate reef materials to Escambia County's existing artificial reef sites as defined by permits from the FDEP and/or the ACOE.

2.2 Santa Rosa County agrees that the ACOE, FWCC, Florida Department of Environmental Protection, National Marine Fisheries Commission, US Coast Guard, Escambia County Neighborhood and Community Services Bureau, and other agencies with jurisdiction/authority over the waterways will regulate the activities associated with the construction and deployment of artificial reef materials as set forth herein.

2.3 Santa Rosa County agrees to comply with all guidelines and procure all additional permits required by any federal, state, or local government or governmental agencies necessary for the construction and deployment of artificial reef materials.

2.4 Santa Rosa County agrees to compensate necessary personnel from Escambia County's Neighborhood and Community Services Bureau to monitor the deployment of artificial reef materials until completion at a cost of \$1,000.00 per day to cover Escambia County expenses for staff and use of county vessel and other equipment.

2.5 Santa Rosa County agrees to bear all expenses incurred during the course of construction and deployment of artificial reef materials, including, but not limited to, any necessary permitting fees.

2.6 Santa Rosa County agrees that all contractors, subcontractors, or others with whom it contracts to perform work in connection with construction and deployment of artificial reef materials shall be required to carry, at a minimum, commercial general liability insurance with \$1,000,000 per occurrence; and Escambia County and the Board of County Commissioners shall be an "additional insured" on all liability policies (except any professional liability policy).

2.7 Santa Rosa County agrees to bear complete financial responsibility for any fines for permitting violations that may occur during the course of construction and deployment of artificial reef materials.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County. Each Party shall be responsible for filing the Agreement with the Clerk in their respective jurisdiction.

**ARTICLE 3**  
**General Provisions**

3.1 Termination: This Agreement may be terminated for convenience or cause by either Party after giving the other no less than thirty (30) days written notice.

3.2 Indemnification: To the extent permitted by law and subject to any claim of sovereign immunity provided by Section 768.28, Florida Statutes, as amended, Santa Rosa County agrees to indemnify and hold Escambia County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

The Parties also understand and agree that each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement.

3.3 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, 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.

3.4 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.

3.5 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 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.

3.7 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 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.

3.9 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the 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, it shall immediately notify the other Party and request clarification of the its 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.

3.10 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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.11 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**TO ESCAMBIA COUNTY:**

Charles R. "Randy" Oliver, CPA PE  
County Administrator  
221 Palafox Place  
Post Office Box 1591  
Pensacola, FL 32597

**TO SANTA ROSA COUNTY:**

Hunter Walker  
County Administrator  
6495 Caroline Street  
Milton, FL 32570

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 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 through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_ 2010, and Santa Rosa County, by and through its County Administrator, duly authorized to execute same by the Board of County Commissioners on the 11<sup>th</sup> day of June 2010. 2009. (FA)

This document approved as to form and legal sufficiency

By: [Signature]  
Title: Attorney  
Date: 12/11/10

**COUNTY:**  
**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

**ATTEST:** Ernie Lee Magaha  
Clerk of the Circuit Court  
  
\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Kevin W. White, Chairman

Date: \_\_\_\_\_

BCC APPROVED: \_\_\_\_\_

(SEAL)

**COUNTY:**  
**SANTA ROSA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

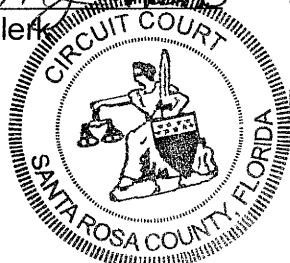
**ATTEST:** Mary M. Johnson  
Clerk of the Circuit Court  
  
[Signature]  
Deputy Clerk

By: [Signature]  
LANE LYNCHARD, Chairman

Date: \_\_\_\_\_

BCC APPROVED: 6/11/2009

(SEAL)







**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 21.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Purchase of D3K LGP Track Type Tractor  
**From:** Sandra Jennings  
**Organization:** Community & Environment  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning a Purchase Order to Thompson Tractor Company, Inc., for One Caterpillar D3K LGP Track Type Tractor, in the Amount of \$81,967. for Solid Waste Management - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board authorize the County to Piggyback off the National Joint Powers Alliance (NJPA) Contract IFB# 092409, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions: and Section 46-64, Board approval, and award a Purchase Order to Thompson Tractor Company, Inc., for one Caterpillar D3K LGP Track Type Tractor, in the amount of \$81,967, for Solid Waste Management. [Funding: Fund 401, Solid Waste Fund, Cost Center 220603]

**BACKGROUND:**

The Caterpillar D3K LGP Track Type Tractor is a replacement unit for a 1995 D3C Dozer, property #47356.

**BUDGETARY IMPACT:**

Funds are available in Fund 401 Solid Waste Fund, Cost Center 220603.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Solid Waste Management will receive the D3K Track Tractor.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in accordance with the Escambia County Code of Ordinances, 1999, Chapter 46, Finance, Article II, Section 46-44 Application; Exemptions and Section 46-64 Award approval and threshold authority.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will be responsible for issuance of the purchase order.

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**Attachments**

D3K Tractor Quote

# Thompson



October 27, 2010

Escambia County Solid Waste Management  
Cantonment, FL  
Attn- Dennis Rigby  
Re-D3K LGP

**One New Caterpillar D3K LGP Track Type Tractor S/N LLL00855**

317-2857 D3K LGP DCA31 . . . \$105,220  
244-7371 D3K LGP TRACTOR  
291-5094 DRIVE, STANDARD  
264-4540 HYDRAULICS, 3 VALVE, STANDARD  
244-7433 DRAWBAR, STANDARD  
244-7474 CANOPY, ROPS, HEATER  
255-4250 SEAT, VINYL, AIR SUSPENSION  
244-7479 SOUND SUPPRESSION, OMISSION, STD  
244-7393 UNDERCARRIAGE, SYSTEMONE  
286-4318 TRACK, 25", MS, SYSTEMONE, LGP  
244-7437 GRILL, RADIATOR, HD  
312-1035 GUARD, REAR, OMISSION  
244-7503 COUNTERWEIGHT, OMISSION, STD  
296-5751 CONTROL, BLADE, NON ACCUGRADE  
269-7695 LIGHTS, 6  
244-7506 INSTRUCTIONS, ANSI  
255-1355 BLADE, D3K LGP  
245-6026 STARTING AID, ETHER  
308-6340 PARTS BOOK, PAPER

Total list price \$105,220  
(25,305) 25% NJPA discount  
\$78,915 selling price

Net additional/optional items

\$1910- 5 year or 5000 hour extended power train warranty  
\$1142- freight, prep and delivery  
\$471- service manual  
\$2700- limb risers  
\$1100- rear screen  
\$ 900 - side screens  
\$350- magnetic rotating beacon light

Serial number LLL00855 is due in from Caterpillar on 11/24/2010.

Thompson Tractor Company, Inc.  
D.Rucker Brown  
Sales Representative

Tractor List Price:	\$105,220
NJPA Disc. (25%):	-25,305
Subtotal:	78,915
5-Yr Ext. Warranty:	1,910
Prep/Freight/Deliv.:	1,142
Total Cost:	\$ 81,967

Note: NJPA Discount applicable only to tractor price.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

**Budget/Finance Consent Item #: 22.**

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Escambia County Area Transit Job Access Reverse Commute (JARC) and New Freedom Grants  
**From:** Larry M. Newsom, Interim Assistant County Adm  
**Organization:** Transportation & Traffic  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Agreement for Operation of Job Access and Reverse Commute and New Freedom Programs - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the Agreement for operation of Job Access and Reverse Commute and New Freedom Programs:

A. Approve the Agreement between Escambia County and the Transportation Planning Organization for Operation of Job Access and Reverse Commute and New Freedom Programs; and

B. Authorize the Chairman to execute the Agreement and all related documents.

[Funding: Fund 104, Mass Transit; no additional cost to the County]

#### **BACKGROUND:**

The Job Access and Reverse Commute (JARC) program was established to address the unique transportation challenges faced by persons receiving public assistance, other subsidies, and low wage earners seeking to obtain and maintain employment. The New Freedom formula grant program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. The Florida/Alabama TPO has applied for Federal Transit Administration Job Access and Reverse Commute (JARC) Program and New Freedom Program funds in which the TPO wishes to engage ECAT as a qualified management team with supporting assets and knowledge appropriate to the conduct and operation of the JARC and New Freedom Programs.

#### **BUDGETARY IMPACT:**

Funding for this project is provided thru the Florida/Alabama TPO utilizing funds from the Federal Transit Administration JARC (Section 5316) and New Freedom (Section 5317). The funding available in the JARC Program is \$20,000. The funding available in the New Freedom Program is \$85,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney has reviewed and signed off on this Agreement.

**PERSONNEL:**

ECAT will hire a “Mobility Manager” under the New Freedom Program. No additional personnel will be needed for JARC.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based upon the Board Comprehensive Plan – Mass Transit Element – January 2006.

**IMPLEMENTATION/COORDINATION:**

ECAT personnel will administer this Agreement after final execution by the Board and Florida/Alabama TPO. ECAT will coordinate with The Florida/Alabama TPO, West Florida Regional Planning Council, and the Federal Transit Administration.

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**Attachments**

JARC/New Freedom Agreement

**AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE TRANSPORTATION  
PLANNING ORGANIZATION FOR OPERATION OF  
JOB ACCESS AND REVERSE COMMUTE and NEW FREEDOM PROGRAMS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by and between Escambia County, Florida, a political subdivision of the State of  
Florida (County) and the Florida-Alabama Transportation Planning Organization, a local  
government entity of the State of Florida, hereinafter referred to as (TPO).

**WITNESSETH:**

**WHEREAS**, the TPO has applied for Federal Transit Administration Job Access  
and Reverse Commute (JARC) Program and New Freedom Program funds; and

**WHEREAS**, the TPO wishes to engage County, acting by through Escambia  
County Area Transit (ECAT), as a qualified management team with supporting assets  
and knowledge appropriate to the conduct and operation of the JARC and New  
Freedom Programs (hereinafter referred to collectively as "Programs"); and

**WHEREAS**, ECAT is capable of providing public transportation management  
services with supporting assets for said Programs.

**NOW, THEREFORE**, In consideration of the foregoing recitals and covenants  
and agreements, the parties hereto agree to the following:

**Article 1**  
**Recitals**

**1.1 Recitals.** The recitals contained in the preamble of this Agreement are declared  
to be true and correct and are hereby incorporated into this Agreement.

**Article 2**  
**Responsibilities of Parties**

**2.1 TPO Duties:**

The TPO's duties shall include, but shall not be limited to, the following:

A. TPO shall provide overall approval of the Programs, including final approval of Program services, under general direction of the TPO and ECAT's Directors.

B. TPO shall provide certain funding for the Programs, as hereinafter set forth and shall complete all purchases consistent with the TPO Procurement Practices Manual.

C. TPO shall provide transportation planning assistance to ECAT; shall annually update the Transportation Disadvantaged Service Plan, which is required to maintain eligibility for state transit operating assistance; and shall use ECAT reports to provide monthly performance updates to the TPO, its advisory committees, and citizens.

**2.2 ECAT's Duties:**

ECAT's duties shall include, but shall not be limited to, the following:

A. ECAT shall provide executive and administrative management of the Programs to include contracting, hiring, paying, supervising, assigning, and discharging all personnel necessary for the proper functioning of the Programs.

B. ECAT shall provide all personnel necessary including, but not limited to, manager(s), drivers, mechanics, clerical staff, and maintenance personnel as necessary for the proper functioning of the Programs.

C. ECAT shall organize public relations promotions; prepare budgets; analyze and manage financial and administrative matters pertaining to the operation of the

Programs and provide clerical, statistical and bookkeeping support.

D. ECAT shall operate the JARC Program to provide employment transportation services to low income in the Florida-Alabama TPO service area as approved by the TPO including, but not limited to, the conduct of driver training and testing, provision of recommendations for service modifications, vehicle maintenance, and all other duties designated from time to time by the TPO and constituting a function of JARC transportation service.

E. ECAT shall operate the New Freedom Program to provide increased access to transportation for individuals with Disabilities in the TPO service area, above and beyond ADA requirements, through a Mobility Management Program, as approved by the TPO including, but not limited to, hiring a mobility manager with duties to include coordinating with human service agencies and transportation providers, Mobility Management Informational Materials and ECAT's Bus Stop Accessibility Project and all other duties designated from time to time by the TPO and constituting a function of the New Freedom Mobility Management Program.

F. ECAT shall provide the TPO data required for the Federal Transit Administration for JARC and New Freedom services and the FTA TEAM reporting no less than quarterly with the Invoice for reimbursement and provide copies to federal and state agencies and the TPO, as needed. This data includes: total miles of service, hours of service, number of mobility management contacts, number of trips, cost of trip, number of informational materials distributed, purchasing agency payment, and deficit for mobility management expenses.



**Article 3**  
**Payment Provisions**

**3.1 Budget**

A. Annual Submission – On or before July 1, 2011, and annually thereafter, ECAT shall submit a report of actual Program costs to date and a forecast for October 1, 2011, through September 30, 2012. The TPO will provide an estimated amount of FTA Program funding for the period October 1, 2011, through September 30, 2012.

B. Operating Expenses - As used herein, the term "operating expenses" shall be consistent with the most current National Transit Data Base and Florida Department of Transportation definitions. Operating expenses shall not include portions of judgments, awards, or court costs or any income taxes not associated exclusively with ECAT's activities pursuant to the operation of the Programs.

C. Operating Revenues - As used herein, the term "operating revenues" will be consistent with the most current National Transit Data Base and Florida Department of Transportation definitions. All Federal Transit Administration operating revenues shall be the property of the TPO, which shall pay operating costs to ECAT as set forth in this Agreement.

**3.2 Monthly Loss Subsidy (Federal Operating Assistance)**

Within 15 days following the end of each month, ECAT shall invoice the TPO for the monthly portion of federal operating subsidy, as per the annual budget and approved grant agreements. The invoice shall list all revenues received and all fares charged resulting from the operation of said Programs for the subject month. The TPO will remit to ECAT the amount of the invoice each month until the total annual budgeted

amount for federal operating expenses, as defined herein, as provided in the approved federal grant budget or amendments thereto prepared by ECAT and approved by the TPO and Federal Transit Administration, for the applicable fiscal year has been reached. ECAT may invoice no less than quarterly, within 15 days of the end of the quarter. Such payments shall be due and payable within fifteen (15) business days of receipt of ECAT's invoice.

The TPO shall have authority to require clarification or documentation of any part of ECAT's monthly statement prior to authorizing release of the monthly payment; however, the TPO shall release all portions of the monthly payment not requiring clarification or documentation within fifteen (15) business days after receipt or be subject to the conditions provided herein. Upon TPO's payment of said monthly subsidy, title to subsidy shall vest in ECAT.

### **3.3 General Financial Provisions**

A. The duties and obligations of ECAT in connection herewith shall be as trustee for the TPO and shall include collection of all operating revenues (farebox, advertising, purchasing, etc.), which shall be made available for, and only for, operation of the Program.

B. The TPO or its designated accountant or auditor shall have the right of access to and the inspection of all books and records of ECAT at any and all reasonable times in order to verify and ascertain operating revenues and operating expenses incurred in the operation and maintenance of said public transportation Program. ECAT shall establish and maintain such accounting procedures as are

customarily maintained by the transit industry with respect to similar transit operations.

C. ECAT shall keep separate books, documents, papers and records of all transactions of the Program; including financial and administrative records which are customary and usual for an annual audit.

D. The TPO shall have the right to inspect ECAT's operations and the right to audit payments. Such records of ECAT shall be available for inspection by the TPO. ECAT shall retain all financial pertinent records for at least five (5) years after the end of the fiscal year and ECAT shall submit to the TPO an annual audit of the transportation program prepared by a certified public accountant.

E. No acceptance or remittance of any payments shall be construed as a release or an accord and satisfaction of any claim the TPO may have in connection with this Agreement or the performance of any other obligations hereunder.

#### **Article 4** **Miscellaneous Provisions**

##### **4.1 Term and Termination**

This Agreement shall be effective from the date last executed by the parties hereto and continue for a term of one (1) year until September 30, 2011. Thereafter, the agreement may be extended for two (2) additional one (1) year terms. The renewal(s) must be approved in writing by both parties at least thirty days prior to the expiration of the term.

In the event of any violation, default or failure to perform as provided for herein, by either party, written notice shall be given setting forth the alleged violation, default or failure, which shall be corrected within a mutually agreed upon time, not to exceed thirty

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(30) days in any event, after the receipt of notice. In the event such violation, default or failure is not corrected, the other party may cancel this Agreement for cause effective at the time provided for in a written notice of cancellation. Cancellation of this Agreement under these conditions shall not be a waiver of any other rights which said party may have for damages, specific performance, or such other relief, legal or equitable, for which such party may otherwise have a cause of action.

Alternatively, either party may terminate this Agreement without regard to fault upon giving sixty (60) days notice to the other party. However, TPO may terminate the Agreement or reduce the size or extent of transportation services offered, to the extent deemed necessary by the TPO, without regard to any of the above provisions, in the event Federal or State of Florida operating assistance grants available through the Federal Transit Administration (FTA) or the Florida Department of Transportation (FDOT) are reduced or become unavailable through the respective agencies.

**4.2 Subcontracts:** For the duration of this Agreement, ECAT may need to enter various agreements and contracts with third parties to provide the services needed for the Program. ECAT shall enter into any contracts during the term of this agreement and will notify the TPO upon contract execution. Upon termination or expiration of this Agreement, such contractual obligations entered into by ECAT in its capacity under this Agreement shall automatically revert to the TPO, which may cancel, renegotiate, or continue these subcontracts. ECAT shall include this statement in all subcontracts.

**4.3 Notices:** All notices hereunder, and communication with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail,



**4.7 FTA Required Clauses:** ECAT shall comply with applicable Civil Rights requirements in management of the Programs, including Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity (EEO), and the Americans with Disabilities Act (ADA) Program. ECAT shall also comply with the following federal requirements: Drug-Free Workplace; Debarment and Suspension of vendors and subcontractors. As appropriate, ECAT shall include the requirement for subcontractors to certify compliance with applicable federal regulations.

**4.8 Modifications:** This Agreement represents the entire agreement between TPO and ECAT. The Agreement shall be modified only as necessary and in writing with the mutual consent of all concerned.

**4.9 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

**4.10 Interpretation:** For purposes 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 this Agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

**4.11 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 of provision.

**4.12 Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

**4.13 Successors and Assigns:** This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

**4.14 Entire Agreement:** Each of the parties hereto agrees and represents that the Agreement comprises the full and entire Agreement among the parties relating to this matter, and no other Agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this

Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 201\_\_\_, and the Florida Alabama Transportation Planning Organization, signing by and through its Executive Director, duly authorized to execute same.

**COUNTY:** Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

**By:** \_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST:** Ernie Lee Magaha  
Clerk of the Circuit Court

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Deputy Clerk  
(Seal)

**BCC Approved:** \_\_\_\_\_

This document approved as to form and legal sufficiency.

**By:** Kristin Hual  
**Title:** ACA  
**Date:** 11/30/10

**TPO:** Florida Alabama Transportation Planning Organization, a local government entity of the State of Florida.

**By:** \_\_\_\_\_  
Terry Joseph, Executive Director

**ATTEST:** \_\_\_\_\_  
Mary Bo Robinson, Director

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 23.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Major Revision to the Escambia County Transit Development Plan (TDP)  
**From:** Larry M. Newsom, Interim Assistant County Adm  
**Organization:** Transportation & Traffic  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning the Agreement between ECAT, the Florida-Alabama Transportation Planning Organization and the University of South Florida's Center for Urban Transportation Research, for the 2011 Major Update to the Escambia County Ten Year Transit Development Plan - Larry M. Newsom, Interim Assistant County Administrator

That the Board accept for the Official Record, the Agreement between ECAT (Escambia County Area Transit), the Florida-Alabama Transportation Planning Organization (TPO), and the University of South Florida's Center for Urban Transportation Research (CUTR), for the 2011 Major Update to the Escambia County Ten Year Transit Development Plan (TDP), ensuring that ECAT services are eligible for the State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT).

#### **BACKGROUND:**

Florida Statutes, Chapter 14-73, requires that grant program recipients prepare a planning, development and operational guidance document based on a ten year planning horizon. This TDP update, to be completed by August 2011, will meet the requirements of FDOT's proposed rule 14-73. The following tasks are among the basic incorporated in CUTR's Scope of Services which includes the Public Participation Program, Data Gathering/Analysis, Performance Evaluation, Situational Appraisal, Update of Policy Framework, Goals and Objectives, Definitions and Evaluations of Alternatives, and a Ten Year Action Plan.

#### **BUDGETARY IMPACT:**

Adoption of the Update is required to ensure the eligibility of Escambia County to receive federal and state transit funding. Funding will be eligible through Escambia County Area Transit's 5307 FTA grant funds. The West Florida Regional Planning Council will also provide funding to support the cost of this project.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

No additional personnel will be required by ECAT.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

**IMPLEMENTATION/COORDINATION:**

ECAT staff will ensure that all service are in compliance with the TDP and any changes/revisions are submitted to the Board of County Commissioners for approval prior to implementation. ECAT staff will ensure that the Major Update is forwarded to FDOT and the TPO upon adoption by the Board.

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**Attachments**

Major Revisions to the Escambia County TDP

# Florida-Alabama



## Transportation Planning Organization

Don Salter  
Chairman

Kevin White  
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514  
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

September 15, 2010

Mr. William Morris  
Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Avenue CUT 100  
Tampa, FL 33620

Dear Mr. Morris:

**RE: Notice to Proceed – Escambia County Major Transit Development Plan (TDP) Update for 2011-2020**

The Florida-Alabama Transportation Planning Organization (TPO) issues this Planning Services **Notice to Proceed** to CUTR - University of South Florida, hereby referred to as USF (CONSULTANT). The purpose of this notice and agreement is twofold. First, the TPO desires to formally engage the services of CONSULTANT to prepare a Major Transit Development Plan Update for Escambia County. The TPO acknowledges that the TDP Scope of Service constitutes Work Order No. 3 under the Master Agreement with USF. Second, the TPO is advising the CONSULTANT and ECAT to proceed on this project as soon as possible.

Ms. Tonya Ellis will be the TDP Project Manager for the TPO and the primary contact to act on behalf of the Director of Transportation Planning, as required. Chris Westbrook will be the TDP Project Manager for Escambia County Area Transit and their primary contact to act on behalf of the ECAT's General Manager, as required.

By signature of the Director and start date being the date of this correspondence, the CONSULTANT shall commence planning services. The CONSULTANT will complete specified tasks on a schedule determined and agreed to by you and the TPO Project Manager. These tasks and deliverables will be completed by the CONSULTANT for a cost agreed upon and attached hereto, and not to exceed \$188,478. The TPO will contribute planning funds to total \$40,000 for the completion of the plan and ECAT will be responsible for their share of the cost to total \$148,478. Additional technical assistance will be based on the CONSULTANT'S hourly rate in effect as of this date and would be authorized only through an addendum to this Notice.

Please proceed with the project as expeditiously as possible. Do not hesitate to contact me with any questions or need for clarification. The TPO and its staff look forward to working with you and your team to complete the Plan.

Sincerely,

Mary Bo Robinson, Director  
Transportation Planning

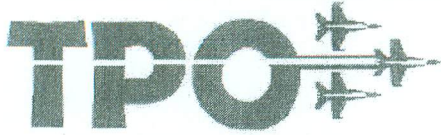
Cc. Don Salter, Florida-Alabama TPO Chairman  
Rob Mahan and Tonya Ellis, TPO Staff  
Kenneth Gordon and Chris Westbrook, Escambia County Area Transit  
Marilyn Wesley, Deputy Chief of Escambia County Neighborhoods/Community Services Bureau



Staff to TPO

“...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area...”

# Florida-Alabama



## Transportation Planning Organization

Don Salter  
Chairman

Kevin White  
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514  
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

September 15, 2010

Mr. Kenneth Gordon, Executive Director  
Escambia County Area Transit  
1515 West Fairfield Drive  
Pensacola, FL 32501

Dear Mr. Gordon:

Attached you will find a Scope of Services and an agreement between the Florida-Alabama Transportation Planning Organization (TPO) and University of South Florida's Center for Urban Transportation Research (CUTR) for technical assistance in completion of the Major Transit Development Plan Update. This TDP update, to be complete by August 2011, will meet the requirements of FDOT's proposed Rule 14-73.

The following tasks are among the basic tasks included in CUTR's Scope of Services (attached):

- Public Participation Program
- Data Gathering and Analysis
- Performance Evaluation
- Situation Appraisal
- Update of Policy Framework and Goals and Objectives
- Definition and Evaluation of Alternatives
- Ten-Year Action Plan

These tasks and deliverables as defined in the TDP Scope of Services will be completed by the CUTR for a cost agreed upon and attached hereto, and not to exceed \$188,478. The TPO will contribute planning funds to total \$40,000 for the completion of the TDP and ECAT will be responsible for their share of the cost to total \$148,478. Additional technical assistance will be based on the CUTR'S hourly rate in effect as of this date and would be authorized only through an addendum to this Notice.

Please sign and return one original signature of this letter to our office by October 1, 2010. If you have any questions regarding this project, please don't hesitate to contact me.

Sincerely,

Mary Bo Robinson, Director  
Transportation Planning

I agree to this Scope of Services and Cost Estimate of \$148,478 for the basic tasks listed for the preparation of a major update of the Transit Development Plan for Escambia County 2011 - 2020.

9/28/10  
Date

Signature



"...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area..."

**ESCAMBIA COUNTY**  
**Transit Development Plan Major Update**  
**Scope of Services**

Project Name: Transit Development Plan Major Update – Escambia County

Purpose: To prepare a major update of the Transit Development Plan for Escambia County and extend the planning horizon to cover period from 2011 to 2020.

CUTR Contract Manager: William Morris, Senior Research Associate

CUTR Staff: Justin Begley, Senior Research Associate  
Ann Joslin, Senior Research Associate  
Mark Mistretta, Research Associate

Assistance From Others: Chris Westbrook, ECAT  
Tonya Ellis, WFRPC  
Marilyn Wesley, Escambia County  
Rob Mahan, WFRPC

Deliverable(s):

- Project Schedule
- Monthly reports & invoicing through project completion
- Archive of Project Files
- Draft Plan
- Final Plan

Proposed Fee

Proposed Schedule: This update to be initiated in September 2010 and completed in September 2011.

## **Background**

The most recent Transit Development Plan (TDP) for Escambia County was adopted in 2007. There have been minor annual updates since then and a major update is due by September 1, 2011. This task is to prepare a major update of the TDP for Escambia County and extend the planning horizon to cover the period from FY 2011 to FY 2020.

*Many times in this scope there is reference to, "Escambia County." However, it is noted that the Pensacola Urbanized Area includes portions of Lillian, AL and Santa Rosa County. Therefore, "Escambia County" is shortened but inclusive of the entire urbanized area.*

## **Schedule**

This major update is scheduled for completion by August 2011. This intent is to adopt the updated TDP in time to submit it to the State no later than September 1, 2011. A more detailed timeline will be prepared following a Notice to Proceed.

### **Task 1 – Establish TDP Steering Committee**

CUTR will establish a Steering Committee made up of stakeholders to be educated and educate CUTR regarding the future of transit service in Escambia County. In consultation with the client, CUTR will identify and invite persons from the following constituencies to participate in the Steering Committee:

- Customers
- Elected officials
- Jurisdictions
- Transit Advocates
- Outside interest groups, e.g., civic groups, chambers of commerce, hotels, educational institutions, social services, hospitals, other major employers, etc.
- Regional workforce board
- TPO Citizens Advisory Committee
- TPO Technical Advisory Committee
- A representative from Lillian, AL
- A representative from Santa Rosa County, FL.

The Steering Committee is expected to have up to 15 members and hold progress meetings every two to three months throughout the TDP update. One of these will be a charrette held with the Steering Committee for the purpose of developing future transit alternatives and designs. CUTR will be responsible for preparing the agenda and materials for each meeting, with electronic and/or hard copies to be mailed by the client.

Deliverables:

- Up to four (4) progress meetings

### ***Task 2 – Public Participation Program***

Based on the approved TPO Public Involvement and Participation Plan, CUTR will draft and, following FDOT's approval, implement a written Public Involvement Plan designed to involve transit riders, the general public and transit stakeholders in the TDP update. The strategy will address Title VI and Environmental Justice (EJ) Requirements regarding outreach and avoidance of disproportionate impacts to traditionally under-served populations and communities. A special effort will be made to seek out and include minorities, low income, elderly and disabled populations. CUTR will be prepared to provide published information and forums in languages other than English, e.g., Spanish. In addition, public meetings, workshops and hearings will be provided at convenient times and locations in accessible venues.

Deliverable:

- Draft and final Public Involvement Plan (PIP) with FDOT approval

### **Task 2A – Public Workshops**

CUTR will organize and hold up to six (6) public workshops at key phases in the TDP update. These phases will coincide with the project kick-off, alternatives definition, and draft plan, and will be in addition to a required public hearing. At each phase, CUTR will hold a workshop aimed at the overall public and one geared to the Title VI and Environmental Justice populations. CUTR will specify the format and content of each workshop in the written Public Outreach Strategy, but may consist of open houses and exercises to engage the public in developing goals and objectives, selecting between alternatives, and refining the draft TDP. Locations will be held at times and locations convenient to transit riders such as near transit centers or major destinations.

Deliverables:

- Six public workshops

### **Task 2B – Public Information Materials**

CUTR will develop collateral materials to coincide with kick-off, alternatives definition, and draft plan phases. The materials may consist of flyers, brochures, or newsletters to keep the public apprised of the TDP update, highlight the particular phases and advertise the public workshops. Companion pieces or sections will be translated into the appropriate language for readers of languages other than English. The cost of all mail-outs of collateral materials and required legal advertisements for public hearings or meetings will be ECAT and/or TPO's responsibility.

Deliverables:

- Draft and final versions of flyers, brochures or newsletters (three sets of 400 copies)

### **Task 2C – Survey of General Public via Newsletter & Website**

CUTR will develop a survey instrument for the general public designed to probe attitudes towards transit, perceptions of transportation in Escambia County and the existing system, needed service enhancements, and factors that encourage or discourage transit use. CUTR will enable distribution of the general public survey as a mailer (in conjunction with distribution of collateral material) and posting to the client's website. The TPO will be responsible for any mailing costs, collecting and turning over mailed-in survey forms to CUTR, who will be responsible for data entry to compile survey results.

### **Task 2D - Conduct On-Board Customer Survey and Ride Check**

CUTR will attempt to conduct an onboard survey designed to achieve a 100% sampling of every ECAT run on weekdays and Saturday. The usual final result is between 85 and 95 percent of runs sampled. CUTR will use the results to gain insight into customer demographics, travel patterns, and preferences. Customer Survey data will be used to determine transit rider characteristics such as:

- Trip Origin (Address, Intersection, or Zip Code)
- Trip Destination (Address, Intersection, or Zip Code)
- Residence Zip Code
- Access Mode to Transit Route
- Other Route(s) or Services Utilization



- Gender
- Age
- Income
- Trip Purpose
- Transit Service Satisfaction

Coinciding with the on-board survey, CUTR will conduct a ride check wherein all passenger boardings and alightings will be counted by route, by stop, by trip and time of day. Although this TDP update will not be a full Comprehensive Operations Analysis, there will be analyses from the previous COA that will be updated and compared as a means of evaluating the network in place in 2010 in relation to the network in place in 2004. Updated and comparative analyses will include:

- Place Analysis
- Corridor Analysis
- Quadrant Analysis
- Route level analysis
- On-time performance expressed in overall scheduled vs. actual timepoint hits and overall trip time in relation to scheduled running time.

### **Task 2E – Conduct Stakeholder Interviews**

CUTR will conduct structured interviews of major stakeholders representing Escambia County, transit contractors, municipalities, outside interest groups, customers, the regional workforce board and others identified by the client. Factors to be probed in the interviews will include:

- External trends that support or hinder transit such as:
  - Congestion
  - Parking
  - Land use changes, emerging activity centers
  - Socio-economic shifts
  - Fuel costs
  - Environmental changes & concerns
  - Funding
- Strengths & Weaknesses

Barriers & Opportunities

Deliverables:

- Technical Memorandum 1 – Interim and Final. The schedule will reflect that the PIP is ongoing in the TDP development process; therefore the technical memorandum has to be prepared after the initial set of initiatives but later finalized when initiatives take place during the recommendation process.

**Task 3 – Data Gathering and Analysis**

**Task 3A – Land Use & Socio-Economic Data**

CUTR will utilize ESRI Population and Housing Estimates 2006-2011 and TAZ data. These will be supplemented by Census data or other maintained by the client so that CUTR can develop GIS maps to portray:

- Population & Housing density patterns
- Employment density patterns
- Existing and Future Land Use
- Major Activity Centers (e.g., employment, educational, medical shopping, or recreational centers)
- Age distribution
- Auto Ownership patterns
- TD population & potential TD populations

**Task 3B – Transportation and Transit System Data**

CUTR will also acquire GIS layers from the client to analyze and portray characteristics of the transportation system, including:

- Existing and Future Roadway Level of Service (LOS)
- Existing and Future Deficient Roads
- Parking availability & cost
- Sidewalk & bus stop inventories
- Current and Planned Transit Routes
- TD Trip Origins and Destinations from a sample of three (3) recent weekdays)

In addition, CUTR will obtain from the client transit financial data and performance data (as itemized in Task 4A) for the past five years. Financial data shall include actual operating revenues and expenses, broken down by funding source and expenditure category (e.g., operations, fuel, maintenance, administration). Capital outlays shall also be itemized by type (e.g., fleet, equipment, construction) and funding source. CUTR will also obtain approved operating and capital budgets for

the transit system for the current and next fiscal year. CUTR will also gather and summarize information about Transportation Disadvantaged (TD) and Transportation Demand Management (TDM) services available in Escambia County).

Deliverables:

Technical Memorandum 2:

- GIS map series
- Financial and performance data tables & summary

#### ***Task 4 – Performance Evaluation***

##### **Task 4A – Profile Existing Transit Service**

CUTR will describe the service currently available in Escambia County, in narrative, tabular and graphic form, including:

- History & Institutional Arrangements
- Service Area
- Services Provided, including:
  - Fixed Route
  - Paratransit
  - Carpool & Vanpool
  - Other Public and Private Transit Providers
- Service Levels
  - Hours & days of service by route
  - Route frequencies by day and time period
- Assets
  - Fleet & service vehicles by type & age
  - Equipment
  - Maintenance facility
  - Infrastructure – transit centers, shelters & bus stops
- Staffing, broken down by function (e.g., operators, supervisors, maintenance, administration)

##### **Task 4B – Transit Performance Measures**

CUTR will compile data for the latest fiscal year and historical data since last major update. System-wide data and/or route-level data will be analyzed as appropriate. CUTR will develop transit performance measures based on the following indicators:

General Performance Indicators	Effectiveness Measures	Efficiency Measures
<ul style="list-style-type: none"> <li>• Passenger trips</li> <li>• Revenue miles</li> <li>• Revenue hours</li> <li>• Route miles</li> <li>• Operating expenses</li> <li>• Capital expenses</li> <li>• Operating revenues</li> <li>• Total employees</li> <li>• Vehicles available for maximum service</li> </ul>	<ul style="list-style-type: none"> <li>• Vehicle miles per capita</li> <li>• Passenger trips per capita</li> <li>• Passenger trips per revenue mile</li> <li>• Passenger trips per revenue hour</li> <li>• Average age of fleet</li> <li>• Revenue hours per employee</li> <li>• Passenger trips per employee</li> </ul>	<ul style="list-style-type: none"> <li>• Operating expenses per capita</li> <li>• Operating expenses per passenger trip</li> <li>• Operating expenses per revenue mile</li> <li>• Operating expenses per revenue hour</li> <li>• Farebox recovery ratio</li> <li>• Revenue miles per vehicle</li> <li>• Revenue hours per employee</li> <li>• Passenger trips per employee</li> <li>• Average fare</li> </ul>

**Task 4C – Develop Trend & Peer Group Analysis**

CUTR will summarize historical trends for key performance, effectiveness and efficiency indicators drawn from the above measures. In addition, in consultation with the client, CUTR will identify up to ten (10) peer systems based on comparable service area populations, fleet size, socio-economic, land-use and institutional characteristics (e.g., purchased service). A mix of Florida and out-of-state peer systems will be identified. Key performance indicators will be drawn from National Transit Database (NTD) or other sources and summarized by CUTR.

**Deliverables:**

- Technical Memorandum 3 – Documenting Trend & Peer Group Analysis

## ***Task 5.0 – Situation Appraisal***

### **Task 5A – Review Related Plans and Transit Environment**

- The Center for Urban Transportation Research (CUTR) will conduct a situation appraisal to summarize consequences resulting from the identification of potential changes to polices, governance or resource

CUTR also will review and summarize related plans & policies including:

- Transit Q/LOS Evaluation
- Comprehensive plans, including Capital Improvement Elements, for Escambia County and other local governments.
- Development of Regional Impacts
- Long Range Transportation Plan & Vision Plan
- Transportation Improvement Program
- FDOT Work Program
- Regional Policy Plan/Joint planning w/adjacent counties
- Coordinated Public Transit & Human Services Plan
- Transportation Disadvantaged Service Plan
- Florida Transportation Plan
- Relevant corridor, sub-area & downtown development plans
- Modal plans for bicycle and pedestrian networks
- Park & Ride, Parking management plan(s)
- ITS planning and new technology deployment, e.g., alternative fuels, automated vehicle location (AVL) and traveler information systems, signal priority for transit, safety, security & electronic fare collection systems.

CUTR will also conduct an assessment of the transit environment through a review of existing and future land use maps, aerials, and a limited field survey to determine land use patterns, emerging developments, and urban design characteristics and their impact on transit.

### **Task 5B – Ten-Year Forecast of Transit Demand**

The Regional Planning Model will not be used to directly forecast transit demand, but CUTR will review trip patterns from the T-BEST model's base year and future year inter-zonal trip tables to determine areas of highest travel demand. The demand for transit service over the next ten years will be determined from service elasticities or comparable system analysis, considering the supply of service (hours or miles of future transit service) and any changes to the underlying

demographics and development pattern of the transit service area. CUTR may also consider factors such as trip-making patterns exhibited by the County's Transportation Disadvantaged (TD) population, to the extent such data is available from the TD system.

Deliverable:

- Technical Memorandum 4 – Situation Appraisal and Ten-Year Forecast of Transit Ridership for baseline and two future scenarios

#### ***Task 6 – Update of Policy Framework and Goals and Objectives***

From the preceding tasks, and with the participation of the Steering Committee, CUTR will update the following policy documents:

- Agency Vision Statement (e.g., the ideal future)
- Mission Statement (e.g., organizational purpose, activities, & values)
- Goals, Objectives & Strategies
- Performance Standards & Monitoring based on the established goals and objectives.

Deliverables:

- Technical Memorandum 5 – Documenting updated policy framework

#### ***Task 7 – Definition & Evaluation of Alternatives***

Based on the preceding Strategic Assessment, Performance Evaluation and Updated Policy Framework, CUTR will develop two (2) alternative future transit scenarios. These will be developed in a charrette of workshop with the Steering Committee and may be tied to alternative funding scenarios. The alternatives will be developed in tabular and graphic form and encompass:

- Alternative Service Designs, and may focus on one or more of the following:
  - Upgrading the existing fixed-route system (span & frequency of service)
  - Expanding fixed-routes to provide more connectivity
  - Extending coverage to more areas
  - Making regional connections
  - Providing Flex-route service to lower density area
  - ADA service changes to complement fixed-route expansion

- Capital and Operating needs including:
  - Staffing
  - Fleet Requirements
  - Transit Infrastructure

The alternatives will be evaluated by their effectiveness in achieving the approved Goals & Objectives, order-of-magnitude costs, and public input. The Steering Committee will be asked to rank and select a preferred alternative to use as the basis for the Ten-Year Action Plan.

Deliverables:

- Tables and graphics for up to seven (7) scenarios
- Technical memorandum 6 – documenting evaluation of alternatives

### ***Task 8 – Ten-Year Action Plan***

#### **Task 8A – Report**

CUTR will prepare a report for the next ten years (FY 2011 to 2020) consisting of narrative, tables and graphics to summarize the selected alternative. The report will outline the process and input used to develop the plan, including goals, objectives, strategies, performance standards and policies. The report will be written in non-technical language and include supporting graphics and maps to enhance its readability. Technical data will be included as separate appendices.

Deliverables:

- Draft and Final Report
- Technical Appendices

#### **Task 8B – Financial Plan**

Based on the preferred alternative, CUTR will prepare tables for a ten-year projection of the following:

- Operating costs based on projected vehicle hours and/or miles of service
- Operating revenues based on projected funding by source
- Capital costs based on:
  - Fleet replacement schedules, maintenance and expansion needs
  - Transit Capital improvement Program of fixed assets such as facilities, transit centers, shelters
  - Support vehicles, equipment replace/upgrades

- Special initiatives such as ITS deployment
- Capital funding based on projected grant sources, local match requirements, private sector sources

Costs and revenues will be presented in present day and year of expenditure figures. All assumptions and sources for funding and costs will be fully documented.

Deliverables:

- Financial Plan Tables
- Accompanying documentation of assumptions and sources

**Task 9 – Review & Adoption by TPO and Escambia County BoCC**

With approval from the client, three rounds of meetings are proposed with the TPO board to provide the appropriate level of review and approval. These will occur at major milestones in the schedule to gain approval for:

- Plan Goals & Objectives
- Future Transit Alternatives
- Final Plan Adoption

CUTR will prepare all agenda and presentation materials for distribution by the client, and participate in presenting them to the TPO.

Deliverables:

- Agenda materials (3 sets)
- Three Presentations

**Project Budget:**

**Project Budget**

1	CUTR Labor + Fringe:	\$103,882
2	Travel Expenses:	\$8,500
3	Other(Mail, Telephone, Production, etc.)	\$1,500
4	Sub-contracting:	\$36,900
5	Sub-Total:	\$150,782
6	USF 25% Indirect	\$37,696
7	Total (Lump-Sum):	\$188,478



14-73.001 Public Transit.

(1) Purpose. This rule sets forth requirements for the recipients of the Department's public transit grant funds.

(2) Definitions.

(a) "Department" means the Florida Department of Transportation.

(b) "District Office" means any of the seven geographically defined districts as set forth in Section 20.23(4)(a), F.S.

(c) "Provider" means a transit agency or a community transportation coordinator as set forth in Section 341.052, F.S.

(3) Transit Development Plans (TDPs). TDPs are required for grant program recipients in Section 341.052, F.S. A TDP shall be the provider's planning, development, and operational guidance document, based on a ten-year planning horizon and covers the year for which funding is sought and the nine subsequent years. A TDP or an annual update shall be used in developing the Department's five-year Work Program, the Transportation Improvement Program, and the Department's Program and Resource Plan. A TDP shall be adopted by a provider's governing body. Technical assistance in preparing TDPs is available from the Department. TDPs shall be updated every five years and include all elements described below.

(a) Public Involvement Process. The TDP preparation process shall include opportunities for public involvement as outlined in a TDP public involvement plan, approved by the Department, or the local Metropolitan Planning Organization's (MPO) Public Involvement Plan, approved by both the Federal Transit Administration and the Federal Highway Administration. The provider is authorized to establish time limits for receipt of comments. The TDP shall include a description of the process used and the public involvement activities undertaken. As required by Section 341.052, F.S., comments must be solicited from regional workforce boards established under Chapter 445, F.S. The Department, the regional workforce board, and the MPO shall be advised of all public meetings where the TDP is to be presented or discussed, and shall be given an opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and ten-year implementation program.

(b) Situation Appraisal. The TDP is a strategic planning document and will include an appraisal of factors within and outside the provider that affect the provision of transit service. At a minimum the situation appraisal shall include:

1. The effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues, and technology on the transit system.

2. An estimation of the community's demand for transit service using the planning tools provided by the Department, or a Department approved transit demand estimation technique with supporting demographic, land use, transportation, and transit data. The result of the transit demand estimation process shall be a ten-year annual projection of transit ridership.

3. An assessment of the extent to which the land use and urban design patterns in the provider's service area support or hinder the efficient provision of transit service, including any efforts being undertaken by the provider or local land use authorities to foster a more transit-friendly operating environment.

(c) Provider's Mission and Goals. The TDP shall contain the provider's vision, mission, goals, and objectives, taking into consideration the findings of the situation appraisal.

(d) Alternative Courses of Action. The TDP shall develop and evaluate alternative strategies and actions for achieving the provider's goals and objectives, including the benefits and costs of each alternative. Financial alternatives, including options for new or dedicated revenue sources, shall be examined.

(e) Ten-Year Implementation Program. The TDP shall identify policies and strategies for achieving the provider's goals and objectives and present a ten-year program for their implementation. The ten-year program shall include: maps indicating areas to be served and the type and level of service to be provided, a monitoring program to track performance measures, a ten-year financial plan listing operating and capital expenses, a capital acquisition or construction schedule, and anticipated revenues by source. The implementation program shall include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.

(f) Relationship to Other Plans. The TDP shall be consistent with the Florida Transportation Plan, the local government comprehensive plans, the MPO long-range transportation plan, and regional transportation goals and objectives. The TDP shall discuss the relationship between the ten-year implementation program and other local plans.

(4) Annual Update. Annual updates shall be in the form of a progress report on the ten-year implementation program, and shall include:

(a) Past year's accomplishments compared to the original implementation program;

(b) Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain original goals and objectives;

- (c) Any revisions to the implementation program for the coming year;
- (d) Revised implementation program for the tenth year;
- (e) Added recommendations for the new tenth year of the updated plan;
- (f) A revised financial plan; and
- (g) A revised list of projects or services needed to meet the goals and objectives, including projects for which funding may not have been identified.

(5) Plan Submission and Approval.

(a) To be approved by the Department, a TDP must meet all applicable deadlines and address all requirements of this rule, including a public involvement plan that included opportunities for review and comment by interested agencies, and citizens or passengers during the development of the provider's mission, goals, and objectives during the development of alternatives and during the development of the ten-year implementation program.

(b) The Department will accept TDPs for review at any time. Provider adopted TDPs must be submitted to the Department by September 1. Late filed TDPs will be accepted if extenuating circumstances beyond the provider's control exist and the District Office is able to complete its review and approval process by the last business day of December. Within 60 days of receiving an adopted TDP or annual update the Department will notify the provider as to whether or not the TDP or annual update is in compliance with the requirements of this rule, and, if not in compliance, a list of deficiencies. Within 30 days of any resubmitted TDP or annual update the Department will notify the provider as to whether or not the resubmission is in compliance with the requirements of this rule.

(6) Grant Administration. Public transit funds will be considered on the basis of public transit needs as identified in TDPs. The Department is authorized to fund up to such percentages as are designated for each type of public transportation project by Chapter 341, F.S., for the respective state and federal projects described therein. The Department shall, within statutory parameters, determine the level of funding participation for each project.

(a) State funding participation in public transit projects and services shall require a duly executed agreement, unless otherwise required by law.

(b) Eligibility to receive state public transit grants from the Department is limited to those providers specifically designated by law to receive such grants, and determined by statutory budgeting and programming requirements.

(c) Written requests for appropriated public transit grant funds by a provider are to be addressed to the District Office in which district the provider operates public transit service. The request shall include at a minimum the name and address of the provider, level of funding being requested, type of funding or program participation requested, and use to be made of the requested funds. Where a deadline for applications has been established, applications received after the deadline shall be returned. Deadlines for each program application may be obtained from the District Office.

(d) Federal funds for which the Department is the primary recipient may involve special application procedures or submittal format, imposed by the federal grantor agency as a condition of receiving federal funds. The provider will be notified by the District Office of special application requirements at the time of submission of a written request for funding if the District Office has not previously distributed such information to the provider.

(e) The Department will award public transit grant funds after July 1 of each state fiscal year, but will not award funds until a provider's TDP has been found to be in compliance with this rule.

(f) Annual updates and approved TDPs shall be on file at the appropriate District Office by the last business day of December of the state fiscal year for which funding is sought. If a provider's annual report has not been submitted by the last day of December in the fiscal year for which funding is sought, the provider will not receive any state public transit grant funds in that state fiscal year, and funds previously allocated for the provider will be allocated among the remaining providers. If a provider's TDP has not been submitted and found in compliance by the last business day of December of the state fiscal year the annual or five-year update was due, the provider will not receive any public transit grant funds in that state fiscal year, and funds previously allocated for the provider will be allocated among the remaining providers.

*Specific Authority 334.044(2), 341.041(12)(b) FS. Law Implemented 341.041, 341.051, 341.052, 341.071 FS. History—New 9-24-75, Formerly 14-73.01, Amended 12-8-92, 2-20-07.*



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Discussion Item #: 1.**

**County Administrator's Report**

**Date:** 01/06/2011  
**Issue:** Appointment to Escambia County Board of Adjustment  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Appointment to the Escambia County Board of Adjustment - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve appointing one of the following nominees to the Escambia County Board of Adjustment at-large position, effective January 6, 2011, through April 15, 2011, to fill the unexpired term of Robert R. Penfold, who resigned:

- A. Jesse Casey; or
- B. David Karasek

**BACKGROUND:**

The nominees have expressed a desire to serve on the Escambia County Board of Adjustment, and their Resumes are attached for your 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

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**Attachments**

BOA Resignation - Resumes

**Robert R. Penfold  
2160 Oxford Drive  
Pensacola, FL 32503**

**County Commissioner**

**DEC 1 2010**

24 November 2010

*Erwin*  
Dear ~~Chairman~~ Robinson,

I hereby tender my resignation from the At-Large position of the Escambia County Board of Adjustments.

Having served on the BOA for a good number of years, I believe that it is time to bring some “new blood” aboard. We, (Escambia County), are fortunate to have the dedicated and truly concerned citizens that serve, and have served, on this Board. Further, we are also fortunate to have a Staff of true professionals to safeguard and manage the growth and development of Escambia County. They have been a pleasure to work with and I have learned a great deal from them. My time on the Board has been interesting and challenging – especially after hurricane Ivan! I do believe that we are headed in the right direction as to planning, directing and managing Escambia County’s future.

It has been an honor to serve the citizens of Escambia County and to work with the professionals of the Escambia County Planning & Development Department. Thank you for the opportunity.

Sincerely,

*R. Penfold*

R.R. Penfold

**12/06/2010**

**Jesse Casey**

**6300 Hogan Road**

**Pensacola, Fl. 32526**

**Phone # 850-944-4444**

#### **Brief Resume / Work Experience History**

**I have over forty years of, on hands construction experience. I started out at the tender age of thirteen, working after school with my father .By the time I reached eighteen, I was a carpenter foreman for H.R. Doty construction Company at NAS Pensacola Florida. I was a Project manager on several large projects such as, Creekside Apartments, here in Pensacola, Florida to some pre-fabed apartments in Meridian Ms. to, the country club at, Desert Horizon Country Club in Palm Desert Ca. From there I was flown to, L.A.Ca., and was interviewed for a position at Marble Hill Nuclear Power Plant in New Washington In., where I worked as a civil structural estimator/consultant to Public Service of In., for four years. I then returned to Pensacola and began working as a project manager for National Assistance Bureau out of Nashville Tenn. and was made an officer of that company, and I also became Vice President for Major Contracting out of Nashville Tenn. I traveled all over Georgia, Tenn., Alabama, and Florida, constructing Health Care facilities, Nursing Homes and Kidney Dialysis centers. I held Contractor licenses for all four of the before mentioned states. Now I am a licensed, Certified General Contractor for the state Of Florida and a Masonry contractor for Escambia and Santa Rosa County, Florida. I was born on Jan.25<sup>th</sup> 1953.**

# David Karasek

6198 Green Acre Drive  
Pensacola, FL 32526  
850-393-0173 Cell  
850-944-7706 Home

## Employment

01/78 - 03/08 Florida Highway Patrol  
01/77 - 01/78 Gator Distributors  
06/71 - 01/77 United States Air Force

## Education and Appointments

1971 - Escambia High School  
1971 - Basic Military Training  
1972 - Basic Military Training Instructor School  
1974 - Air Traffic Controller School  
1978 - Florida Highway Patrol (FHP) Training Academy  
1981 - FHP Traffic Homicide School  
1981 - Promotion to FHP Homicide Investigator  
1982 - Promotion to FHP Sergeant  
1982 - Promotion to FHP Lieutenant  
1988 - Assigned to the FHP Training Academy  
1991 - Promotion to FHP Captain  
1991 - 2008: FHP District Commander for the Pensacola District  
2008 - Retired from the Florida Highway Patrol with the rank of Major  
2009 - Filed as a candidate for the Florida House of Representatives,  
District 2.

**David Karasek**

**Attended various Law Enforcement Leadership and Management courses to include:**

**Top Level Management School  
Leadership School  
Advanced Line Supervision School  
Drug Interdiction School  
FEMA IS-00800.A: National Response Training  
FEMA IS-00200: Single Resources and Initial Action Incidents  
Instructor Techniques School  
Firearms Instructor School  
Driving Instructor School**

**Organizations - Community Involvement**

**Bellview Athletic Association – Vice President  
1st Judicial Chiefs Association - Vice President  
Warrington Elks  
Masonic Lodge 15  
American Legion  
Community Alcohol & Drug Council Board Member  
Rotary Club of Cantonment  
Women for Responsible Legislation Club  
Woman's Federated Republican Club  
Republican Executive Club  
Republican Club**





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Discussion Item #: 2.

### County Administrator's Report

**Date:** 01/06/2011  
**Issue:** Resolution Concerning BP's Claims Process  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Resolution Requesting Assistance in Getting BP Claims for Economic Losses Caused by the BP Oil Spill Approved, Expedited and Settled - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board adopt the Resolution requesting assistance from the President of the United States and the Northwest Florida Legislative Delegation to take action to ensure BP holds true on its promise, in a timely manner, to make Escambia County and its citizens whole for any economic losses caused by the BP Oil Spill.

#### **BACKGROUND:**

The Escambia County Board of County Commissioners (BCC) has been contacted by private citizens and commercial businesses, who have suffered economic losses due to the BP Oil Spill, requesting assistance in getting their BP claims, approved, expedited and settled.

The BCC has first-hand experience, as well as reports from citizens that BP has chosen to "slow walk" or play "hardball" regarding the consideration or settlement of claims.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was reviewed and signed off on by Charlie Pepler, Acting County Attorney.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC approval is required for all Resolutions.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

BP Resolution - Claims Process

RESOLUTION R2011-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SOLICITING SUPPORT FROM STATE AND FEDERAL OFFICIALS TO REVIEW BP'S PROCEDURE FOR PROCESSING AND SETTLEMENT OF CLAIMS RESULTING FROM DAMAGES CAUSED BY THE DEEPWATER HORIZON OIL RIG ACCIDENT IN THE GULF OF MEXICO FOR THE CITIZENS AND BUSINESSES OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING THAT THE CLERK SHALL FORWARD THE RESOLUTION.**

**WHEREAS**, on April 20, 2010, an explosion on the drilling rig Deepwater Horizon, which was leased by BP, sank the rig in the Gulf of Mexico and resulted in the release of crude oil that has been called the worst environmental disaster in the United States; and

**WHEREAS**, the BP Oil Spill has had a devastating impact on the environment and the economy of Escambia County; and

**WHEREAS**, the Escambia County Board of County Commissioners has been contacted by private citizens and commercial businesses, who have suffered economic losses due to the BP Oil Spill, requesting assistance in getting their BP claims, approved, expedited and settled; and

**WHEREAS**, BP is directly accountable for any harm caused to either our coast or our economy, and BP is responsible for making restitution for such damages; and

**WHEREAS**, the Board of County Commissioners has first-hand experience, as well as reports from citizens that BP has chosen to "slow walk" or play "hardball" regarding the consideration or settlement of claims.

**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 recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board of County Commissioners, on behalf of its citizens, is requesting assistance from the President of the United States and the Northwest Florida Legislative Delegation to take action to ensure BP holds true on its promise in a timely manner to make Escambia County and its citizens whole for any economic losses caused by the BP Oil Spill.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

**SECTION 4. FORWARD COPY OF RESOLUTION.** That the Clerk shall forward a copy of this Resolution to the President of the United States and the Northwest Florida Legislative Delegation.

Adopted this 6<sup>th</sup> day of January 2011.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT

By: \_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By Charles Pepple  
Title Escambia County Attorney  
Date 12-21-10

AI-241

Item #: 9.

**BCC Regular Meeting**

Date: 01/06/2011

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**Information**

**SUBJECT:**

County Attorney's Report

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**Attachments**

CAT Report Jan 6 2011

# COUNTY ATTORNEY'S REPORT

January 6, 2011

## I. FOR ACTION

1. Ruth Bradshaw Workers' Compensation Settlement  
Recommendation Concerning Ruth Bradshaw Workers' Compensation Settlement  
That the Board approve a workers' compensation washout settlement in the total amount of \$213,281.00, inclusive of attorney's fees and costs. The County will pay \$174,000 of the total settlement amount and an excess carrier shall reimburse the County for the remaining \$39,281.00.
2. Correction of Reimbursement to Commissioner Gene Valentino for Attorney's Fees  
Recommendation Concerning Correction of Reimbursement to Commissioner Gene Valentino for Attorney's Fees

That the Board ratify correction of the total amount of attorney's fees due Commissioner Gene Valentino from \$16,553.30 (as approved by the Board on December 9, 2010) downward to \$14,232.16 to reflect adjustments in supporting documentation.

## II. FOR INFORMATION

1. Temporarily Delaying Preparation of Easements for Perdido Key Beach Restoration, Nourishment, and Erosion Control Project  
Issue Concerning Temporarily Delaying Preparation of Easements for Perdido Key Beach Restoration, Nourishment, and Erosion Control Project

That the Board accept the following information concerning temporarily delaying the preparation of easements for Perdido Key Beach Restoration, Nourishment, and Erosion Control Project:

The County Administrator has requested that the County Attorney's Office temporarily delay preparation and transmission of easements to gulf front property owners in connection with the Perdido Key Beach Restoration, Nourishment, and Erosion Control Project until staff has had the opportunity to educate Perdido Key residents on the nature and scope of the project.

At its October 21, 2010 meeting, the Board authorized the County Attorney's Office to prepare easements for properties on Perdido Key adjacent to the Gulf of Mexico and to prepare any other associated correspondence. The County Administrator feels that the Perdido Key residents would be more likely to support the project if the County first conducts a public education program, including holding public meetings and designing and installing an internet webpage that can provide information on the nature and scope of the project and the associated benefits that will accrue to the Perdido Key residents and the public at-large.

In order to assist the public in understanding the project and cultivating support, the Community & Environment Bureau will work with the Public Information Bureau to develop a County informational internet webpage and community meetings.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Action Item #: 1.

### County Attorney's Report

**Date:** 01/06/2011  
**Issue:** Ruth Bradshaw Workers' Compensation Settlement  
**From:** Ryan E. Ross, Assistant County Attorney  
**Organization:** County Attorney's Office  
**CAO Approval:**

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### Information

#### **RECOMMENDATION:**

#### **Recommendation Concerning Ruth Bradshaw Workers' Compensation Settlement**

That the Board approve a workers' compensation washout settlement in the total amount of \$213,281.00, inclusive of attorney's fees and costs. The County will pay \$174,000 of the total settlement amount and an excess carrier shall reimburse the County for the remaining \$39,281.00.

#### **BACKGROUND:**

Former employee Ruth Bradshaw injured her back on April 28, 1998 when she slipped and fell down some steps while carrying boxes. Dr. Peter Szymoniak and Dr. Robert Sackheim treated her for chronic low back pain. Ms. Bradshaw suffered another injury on April 2, 2001 when she slipped on a wet floor and injured her right knee and back. Dr. Szymoniak performed a total right knee arthroplasty and opined that Ms. Bradshaw was permanently and totally disabled due to a combination of the 1998 and 2001 work-related injuries. As a result, the County voluntarily initiated permanent and total disability benefits to Ms. Bradshaw.

The attorney for the County's third-party adjuster has negotiated a washout settlement in the amount of \$213,281.00, inclusive of any attorney's fees and costs. The County will directly contribute \$174,000.00 to the settlement and an excess carrier shall reimburse the County for the remainder. A portion of this settlement will be used to fund a Medicare set-aside annuity. The County's adjuster notes that due to the permanent total disability payments, the County will expend \$174,000.00 over time until it reaches its self-insured retention limit. The advantage of this settlement is that the County will make a one-time payment and will not be liable for future medical procedures and treatments.

#### **BUDGETARY IMPACT:**

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This agreement was reviewed by Assistant County Attorney, Ryan E. Ross.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Action Item #: 2.**

**County Attorney's Report**

**Date:** 01/06/2011  
**Issue:** Correction of Reimbursement to Commissioner Gene Valentino for Attorney's Fees  
**From:** Alison Rogers  
**Organization:** County Attorney's Office  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Correction of Reimbursement to Commissioner Gene Valentino for Attorney's Fees

That the Board ratify correction of the total amount of attorney's fees due Commissioner Gene Valentino from \$16,553.30 (as approved by the Board on December 9, 2010) downward to \$14,232.16 to reflect adjustments in supporting documentation.

**BACKGROUND:**

The Board approved reimbursement to Commissioner Gene Valentino for attorney's fees at the December 9, 2010 meeting in the amount of \$16,553.30. The downward adjustment by a total of \$2,321.14 is necessary due to duplicative counting requiring adjustments in supporting documentation. This recommendation is in regards to the accounting issue only; there are no substantive changes.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**County Attorney's Report**

**Item #: 1.**

**Date:** 01/06/2011

**From:** Stephen G. West, Assistant County Attorney

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**Information**

**FOR INFORMATION:**

**Issue Concerning Temporarily Delaying Preparation of Easements for Perdido Key Beach Restoration, Nourishment, and Erosion Control Project**

That the Board accept the following information concerning temporarily delaying the preparation of easements for Perdido Key Beach Restoration, Nourishment, and Erosion Control Project:

The County Administrator has requested that the County Attorney's Office temporarily delay preparation and transmission of easements to gulf front property owners in connection with the Perdido Key Beach Restoration, Nourishment, and Erosion Control Project until staff has had the opportunity to educate Perdido Key residents on the nature and scope of the project.

At its October 21, 2010 meeting, the Board authorized the County Attorney's Office to prepare easements for properties on Perdido Key adjacent to the Gulf of Mexico and to prepare any other associated correspondence. The County Administrator feels that the Perdido Key residents would be more likely to support the project if the County first conducts a public education program, including holding public meetings and designing and installing an internet webpage that can provide information on the nature and scope of the project and the associated benefits that will accrue to the Perdido Key residents and the public at-large.

In order to assist the public in understanding the project and cultivating support, the Community & Environment Bureau will work with the Public Information Bureau to develop a County informational internet webpage and community meetings.

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