

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 –February 17, 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 Young.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Presentation - AIA Florida North Award of Excellence for the Old County Courthouse Restoration.

7. Adoption/Ratification of Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following nine Proclamations:

A. Adopt the Proclamation proclaiming February 19-26, 2011, as “National FFA Week” in Escambia County;

B. Adopt the Proclamation proclaiming February 24, 2011, as “Military Appreciation Day in Escambia County”;

C. Adopt the Proclamation proclaiming February 13-19, 2011, as “District 1 LEPC Hazardous Materials Awareness Week” in Escambia County;

D. Adopt the Proclamation congratulating the Filipino-American Association of Pensacola, Inc., on the occasion of its 19th anniversary of the acquisition of the Community Center;

E. Adopt the Proclamation welcoming Rev. Dr. A. Nevell Owens and Rev. Dr. Marcia Allen Owens, Allen Chapel A.M.E. Church, to Escambia County;

F. Adopt the Proclamation proclaiming February 26, 2011, as “Judge Mablean Ephriam Day” in Escambia County;

G. Ratify the Proclamation, dated February 10, 2011, honoring and congratulating Mrs. Rosia Lee Ishmael on reaching the age of 100;

H. Ratify the Proclamation, dated February 9, 2011, commending Mr. Alan McMillan for his dedication and commitment to the Star Lake Community (**PROCLAMATION TO BE DISTRIBUTED UNDER SEPARATE COVER**) ; and

I. Ratify the Proclamation, dated February 3, 2011, extending congratulations to Ann Papadelias for her work to access and coordinate dental care for the uninsured.

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

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

9. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a 20-foot-wide alleyway, recorded in Plat Deed Book 106, at Page 594.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning the vacation of a 20-foot-wide alleyway, recorded in Plat Deed Book 106, at Page 594 (20 feet x approximately 306 feet = 6,120 square feet, or 0.14 acre), as petitioned by RaceTrac Petroleum:

A. Approve the Petition to Vacate;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

10. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the February 10, 2011, C/W Workshop, recommends that the Board take the following action:

A. Authorize staff to explore the potential purchase of the property located on the west side of the Beulah Fire Station, in order to expand, or raze and replace, the existing facility (C/W Item 5); and

B. Take the following action concerning Boat Ramp Properties (C/W Item 6):

(1) Authorize staff to pursue the acquisition of three parcels of property on Heron Bayou, located at 10900 Lillian Highway, consisting of approximately 1.65 acres, 10000 Block of Lillian Highway, consisting of approximately 1.09 acres, and 10000 Block of Lillian Highway, consisting of approximately .24 acre, owned by Coastal Bank & Trust of Florida, Charles A. Medlock, and Willis L. Bateman, Jr., respectively;

(2) Drop consideration of the property located at 13946 River Road, consisting of approximately 1.72 acres, and 13952 River Road, consisting of approximately 4.2 acres, owned by Charles R. Roberson and Karen S. Roberson, and Old River Condominiums, LLC, respectively; and

(3) Drop consideration of the property located at 8210 Scenic Highway, consisting of approximately 1.22 acres, owned by Harvey D. and Anne Bellamy.

11. Reports:
 - Clerk of the Circuit Court & Comptroller's Report
 - Growth Management Report
 - County Administrator's Report
 - County Attorney's Report
12. Items added to the agenda.
13. Announcements.
14. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-438

Proclamations Item #: 7.

BCC Regular Meeting

Date: 02/17/2011

Issue: Adoption/Ratification of Proclamations.

From: Charles R. (Randy) Oliver, CPA PE, County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation: That the Board take the following action concerning the adoption/ratification of the following nine Proclamations:

A. Adopt the Proclamation proclaiming February 19-26, 2011, as "National FFA Week" in Escambia County;

B. Adopt the Proclamation proclaiming February 24, 2011, as "Military Appreciation Day in Escambia County";

C. Adopt the Proclamation proclaiming February 13-19, 2011, as "District 1 LEPC Hazardous Materials Awareness Week" in Escambia County;

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I. Ratify the Proclamation, dated February 3, 2011, extending congratulations to Ann Papadelias for her work to access and coordinate dental care for the uninsured.

BACKGROUND:

Various bureaus, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, the National FFA Organization, formerly known as the Future Farmers of America, is an organization of more than 528,000 high school students studying agriculture; and

WHEREAS, the National FFA Organization is dedicated to making a positive difference in the lives of young people, by developing their potential for premier leadership, personal growth, and career success through agriscience education at the local, State and national level; and

WHEREAS, nationally more than 75% of the FFA members enroll in a two-year or four-year program of higher education, following graduation from high school, in preparation for one of the more than 300 career opportunities in agriculture, which include more than 8,000 job titles; and

WHEREAS, corporate leaders in America believe so strongly in the proven success of qualified training through FFA that they jointly contribute more than \$12 million annually to the National FFA Foundation, of which \$2 million in higher education scholarships are awarded nationally to FFA members each year; and

WHEREAS, the FFA motto, "Learning to Do, Doing to Learn, Earning to Live, and Living to Serve", epitomizes those high standards and qualities of leadership possessed by FFA members; and

WHEREAS, the Escambia County FFA and the agriscience education programs in Escambia County are tremendously successful and extremely valuable in improving the quality of life for Escambia County Citizens.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims February 19-26, 2011, as

"NATIONAL FFA WEEK"

in Escambia County and recognizes and commends Escambia County National FFA Organization members, their advisors, school administrators, parents, and all who support, promote, and encourage these students of agriscience education on the occasion of the observance of "National FFA Week".

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

*Kevin W. White, Chairman
District Five*

*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 17, 2011

PROCLAMATION

WHEREAS, the men and women of the United States Armed Forces stationed in Northwest Florida participate actively and enthusiastically in the civic, business, public affairs, educational institutions and recreational opportunities throughout Escambia County; and

WHEREAS, military personnel, their civilian co-workers and neighbors enjoy a close bond of friendship and spirit of cooperation for the common good of our community; and

WHEREAS, on February 24, 2011, the Pensacola Council of the Navy League will hold its annual "Military Appreciation Day" to recognize military personnel for their contributions to the community.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims February 24, 2011, as

"MILITARY APPRECIATION DAY IN ESCAMBIA COUNTY"

BE IT FURTHER PROCLAIMED, that the Board joins the Navy League and the citizens of Escambia County in expressing appreciation to these outstanding military men and women, not only for their contributions to our community during their tours of duty here, but also for their service to our great country.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

*Kevin W. White, Chairman
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*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 17, 2011

PROCLAMATION

WHEREAS, the safe use of hazardous materials is essential to citizens, business, industry, and local governments to maintain economic stability and public health; and

WHEREAS, the District 1 Local Emergency Planning Committee (LEPC) recognizes the importance of protecting its communities from both accidental and deliberate releases of hazardous materials and joins the Governor of Florida, the State Emergency Response Commission, and Florida's ten other Local Emergency Planning Committees in carrying out State and Federal duties, to publicly promote statewide hazardous materials safety; and

WHEREAS, it is essential to increase community preparedness, so that both public-sector and private-sector employees know how to safely protect themselves and those for whom they are responsible, during an accidental or deliberate release of hazardous materials; and

WHEREAS, the LEPC offers awareness-level hazardous materials emergency response training for firefighters, law enforcement personnel, and other public safety personnel and offers Shelter-in-Place presentations to community groups, businesses, schools, and the general public as a means of increasing safety in the event of a hazardous materials release; and

WHEREAS, citizens need to know that emergency responders, emergency management, all levels of government, schools and businesses are working together to ensure that our communities are as prepared as possible to protect all citizens from both accidental and deliberate releases of hazardous materials.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims the week of February 13-19, 2011, as

"DISTRICT 1 LEPC

HAZARDOUS MATERIALS AWARENESS WEEK"

throughout the County, in an effort to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

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District One

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Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 17, 2011

PROCLAMATION

WHEREAS, the *Filipino-American Association of Pensacola, Inc.*, was organized under the laws of the State of Florida on April 11, 1974; and

WHEREAS, the *Filipino-American Association of Pensacola, Inc.*, acquired a *Community Center Building* on February 22, 1992; and

WHEREAS, the *Filipino-American Association of Pensacola, Inc.*, has made numerous improvements to the *Center* which included the purchase of a *Youth Center Building*; and

WHEREAS, the *Filipino-American Association of Pensacola, Inc.*, has provided numerous programs to the *Filipino* community, such as, the *Tagalong* class, the *national language of Filipinos' class* and *scholarship assistance for college students*; and

WHEREAS, on February 26, 2011, the *Filipino-American Association of Pensacola, Inc.*, will celebrate the 19th anniversary of the Association's ownership of the *Community Center Building*, located at 234 West Oakfield Road in Pensacola, Florida.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates the *Filipino-American Association of Pensacola, Inc.*, on the occasion of its 19th anniversary of the acquisition of the *Community Center Building*.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

*Kevin W. White, Chairman
District Five*

*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 17, 2011

PROCLAMATION

WHEREAS, the Reverend (Rev.) Dr. A. Nevell Owens, formally from the Friendship A.M.E. Church in Tallahassee, Florida, has recently accepted the pastoral position at Allen Chapel A.M.E. Church in Escambia County, Florida; and

WHEREAS, Rev. Dr. Owens and Rev. Dr. Marcia Allen Owens, his spouse of 23 years, are a dynamic pastoral leadership team; and

WHEREAS, Rev. Dr. Owens, an honor graduate of Florida A&M University earned a Bachelor of Arts Degree in Philosophy and Religion and later earned the Juris Doctor Degree from the Emory School of Law; and

WHEREAS, while serving as a Senior Assistant District Attorney in Fulton County, Georgia, Rev. Dr. Owens answered God's call on his life; and

WHEREAS, in 2001 Pastor Owens graduated from Candler School of Theology at Emory University and was ordained Itinerate Deacon and Elder in the Atlanta North Georgia Conference. In 2007, he earned a Ph.D., in Systematic Theology from Emory University; and

WHEREAS, a theologian, scholar and pastor, Rev. Dr. Owens has served in numerous positions since joining the Florida Conference.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins the Allen Chapel A.M.E. Church in welcoming Rev. Dr. A. Nevell Owens and Rev. Dr. Marcia Allen Owens to Escambia County and wishes them great success in their ministry here.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

*Kevin W. White, Chairman
District Five*

*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 17, 2011

PROCLAMATION

WHEREAS, the Jacqueline Harris Preparatory Academy, founded by Mrs. Celestine Lewis, opened its door to receive the first group of students in August 2001; and

WHEREAS, on Saturday, February 26, 2011, in celebration of the Ten-Year Anniversary of the Jacqueline Harris Preparatory Academy, a renowned speaker and author, Judge Mablean Ephriam will be attending the celebration as the Keynote Speaker; and

WHEREAS, Judge Ephriam's strong thirst for knowledge, equality and unselfishness parlayed into a rewarding, challenging, sometimes exhausting career in the practice of law, as a prosecutor, criminal defense attorney, civil attorney and finally what became her passion, Family Law; and

WHEREAS, after ending her seven-season run on Divorce Court, Judge Ephriam, dealing with relationship issues and motivating others to pursue their dreams, is a much sought-after public speaker for women's conferences, churches, community and civic organizations, colleges and schools; and

WHEREAS, Judge Ephriam attributes her success to God, her family and close friends.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, proclaims Saturday, February 26, 2011, as

"JUDGE MABLEAN EPHRIAM DAY"

in Escambia County, in recognition of the outstanding work and accomplishments of Judge Mablean Ephriam and extends a warm welcome on the occasion of her visit.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

*Kevin W. White, Chairman
District Five*

*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 17, 2011

PROCLAMATION

WHEREAS, the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. They are among the fastest-growing segment of our population. It is a great distinction for Mrs. Rosia Lee Ishmael to celebrate 100 years of life; and

WHEREAS, Mrs. Ishmael was born on February 10, 1911, in Tilden, Alabama, to Mr. and Mrs. Austin Gould. She later married Rev. Cary Ishmael and moved to Pensacola, Florida; and


WHEREAS, at an early age, Mrs. Ishmael committed her life to the Lord Jesus Christ. She lives in her own home and attends Friendly Baptist Church in, Pensacola, Florida; and

WHEREAS, Mrs. Ishmael has three children, eight grandchildren, nine great-grandchildren and three great-great grandchildren. In her younger days, she spent many years canning and making quilts for children, grandchildren and others; and

WHEREAS, Mrs. Rosia Lee Ishmael creates a link to our history; she lauds the spirit, inspiration, and endurance represented by one of our oldest residents and is a valued member of our community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Rosia Lee Ishmael on reaching the age of 100 and extends best wishes to her for continued good health and happiness.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice-Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson IV
District Four



ATTEST:

Ernie Lee Magaha
Clerk of the Circuit Court


Doris Harris
Deputy Clerk

Dated: February 10, 2011

PROCLAMATION

WHEREAS, Ann Papadelias is a graduate of the Pennsylvania State University with an undergraduate degree in Health Planning and Administration; and

WHEREAS, Ann Papadelias has worked in strategic health planning for hospitals and as a grant-writing consultant; and

WHEREAS, the Escambia Dental Cooperative is a collaborative community partnership which serves low-income, adult clients who require urgent dental care in Escambia and Santa Rosa Counties; and

WHEREAS, Ann Papadelias has directed the Escambia Dental Cooperative since 2006; and

WHEREAS, Ann Papadelias is the System Administrator/Project Manager of the Community Health Information Network.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Ann Papadelias for her work to access and coordinate dental care for the uninsured.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**



Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk

Dated: February 3, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-362

Item #: 9.

BCC Regular Meeting

Date: 02/17/2011

Issue: 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a 20-foot-wide alleyway, recorded in Plat Deed Book 106, at Page 594.

From: Joy D. Blackmon, P.E., Bureau Chief

Organization: Public Works-Infrastructure Branch

CAO Approval:

Information

RECOMMENDATION:

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning the vacation of a 20-foot-wide alleyway, recorded in Plat Deed Book 106, at Page 594 (20 feet x approximately 306 feet = 6,120 square feet, or 0.14 acre), as petitioned by RaceTrac Petroleum:

A. Approve the Petition to Vacate;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

BACKGROUND:

RaceTrac Petroleum is in the process of acquiring several parcels of property to facilitate the construction of a Race Trac store at the southwest corner of the intersection of Pensacola Boulevard (U.S. Highway 29) and Muscogee Road. The properties are bisected by a 20-foot-wide alleyway as shown on the Philip Naugle plat of a portion of Section 11, Township 1 North, Range 31 West as recorded in Plat Deed Book 106 at Page 594 of the public records of Escambia County, Florida. To facilitate the planned construction, RaceTrac is requesting that the Board vacate the alleyway (20 feet x approximately 306 feet = 6,120 square feet or 0.14 acres), as shown on the plat recorded in Plat Deed Book 106 at Page 594 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 the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Staff has been in contact with Donald P. Jehle, P.E., jehle-halstead, inc., as agent for the Petitioner. It is the responsibility of Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

Attachments

Petition

Hold Harmless Agreement

Resolution

Adoption

Plat Map

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 "20 Foot Alley" bounded by the south right-of-way line of Muscogee Road

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), RaceTrac Petroleum 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 SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA DESIGNATED AS "20 FOOT ALLEY" AS PER PLAT PREPARED BY PHILIP NAUGLE, DATED JULY 1925 AND RECORDED IN PLAT DEED BOOK 106, PAGE 594, OF THE PUBLIC RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF MUSCOGEE ROAD (100' RW), BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF AN UN-NAMED ROAD (SAID RIGHT-OF-WAY LINE LYING 15.00 FEET MEASURED PERPENDICULARLY TO THE NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11), BOUNDED ON THE WEST BY THE EAST LINE OF LOT 1 OF SAID PLAT AND BOUNDED ON THE EAST BY THE WEST LINES OF LOTS 16, 17, 18, 19 AND 20 OF SAID PLAT. SAID PARCEL BEING 0.14 ACRE IN AREA, MORE OR LESS.

2. That the Petitioner(s), RaceTrac Petroleum 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) 11 Township 1N Range 31 West and recorded in Plat Book 106 Page 594 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.

RaceTrac Petroleum
Corporation of Company Name

Philip Cochran, Project Manager
Petitioner(s) Name

3225 Cumberland Blvd., Suite 100
Street Address

Atlanta GA
City State

770-431-7600
Phone Number

Donald P. Jehle, P.E., jehle-halstead, inc.
Agent's Name

850-434-0059 x 101
Agent's Phone Number

Date

HOLD/HARMLESS AGREEMENT

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

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

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

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

LEGAL DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

THAT PORTION OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA DESIGNATED AS "20 FOOT ALLEY" AS PER PLAT PREPARED BY PHILIP NAUGLE, DATED JULY 1925 AND RECORDED IN PLAT DEED BOOK 106, PAGE 594, OF THE PUBLIC RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF MUSCOGEE ROAD (100' RW), BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF AN UN-NAMED ROAD (SAID RIGHT-OF-WAY LINE LYING 15.00 FEET MEASURED PERPENDICULARLY TO THE NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11), BOUNDED ON THE WEST BY THE EAST LINE OF LOT 1 OF SAID PLAT AND BOUNDED ON THE EAST BY THE WEST LINES OF LOTS 16, 17, 18, 19 AND 20 OF SAID PLAT. SAID PARCEL BEING 0.14 ACRE IN AREA, MORE OR LESS.

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

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

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

Executed in the presence of:

M. Ma

Witness

Meredith McElveen

Print or type name

Lisa Cochran

Witness

Lisa Cochran

Print or type name

STATE OF Georgia
COUNTY OF Cobb

RaceTrac Petroleum
Corporation or Company Name

Philip Cochran

Petitioner(s)

Philip Cochran

Print or type name(s)

Title: Project Manager

Date: 1/27/2011

The foregoing instrument was acknowledged before me this 27 day of JAN, 2011, by Philip Cochran as Engineering Proj. Mgr of RaceTrac Petroleum, Inc.. He is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

Cheryl V. Phillips

Notary Public

Cheryl V. Phillips

Print or type name

(Notary Seal must be affixed)



Commission Expires: 10/13/2012
Commission Number: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Grover G. Robinson, IV, Chairman
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

RESOLUTION NUMBER R_____ - _____

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

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

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

THAT PORTION OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA DESIGNATED AS "20 FOOT ALLEY" AS PER PLAT PREPARED BY PHILIP NAUGLE, DATED JULY 1925 AND RECORDED IN PLAT DEED BOOK 106, PAGE 594, OF THE PUBLIC RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF MUSCOGEE ROAD (100' R/W), BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF AN UN-NAMED ROAD (SAID RIGHT-OF-WAY LINE LYING 15.00 FEET MEASURED PERPENDICULARLY TO THE NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11), BOUNDED ON THE WEST BY THE EAST LINE OF LOT 1 OF SAID PLAT AND BOUNDED ON THE EAST BY THE WEST LINES OF LOTS 16, 17, 18, 19 AND 20 OF SAID PLAT. SAID PARCEL BEING 0.14 ACRE IN AREA, MORE OR LESS.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed. Provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the vacated area remain subject to a utility easement with the understanding that the County will not be responsible for the maintenance of the easement; and

WHEREAS, Petitioner, Race Trac Petroleum, has caused to be published on January 31, A.D., 2011, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held a 5:32 PM on February, 17, 2011 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets,

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

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

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

THAT PORTION OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA DESIGNATED AS "20 FOOT ALLEY" AS PER PLAT PREPARED BY PHILIP NAUGLE, DATED JULY 1925 AND RECORDED IN PLAT DEED BOOK 106, PAGE 594, OF THE PUBLIC RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF MUSCOGEE ROAD (100' R/W), BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF AN UN-NAMED ROAD (SAID RIGHT-OF-WAY LINE LYING 15.00 FEET MEASURED PERPENDICULARLY TO THE NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11), BOUNDED ON THE WEST BY THE EAST LINE OF LOT 1 OF SAID PLAT AND BOUNDED ON THE EAST BY THE WEST LINES OF LOTS 16, 17, 18, 19 AND 20 OF SAID PLAT. SAID PARCEL BEING 0.14 ACRE IN AREA, MORE OR LESS.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

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

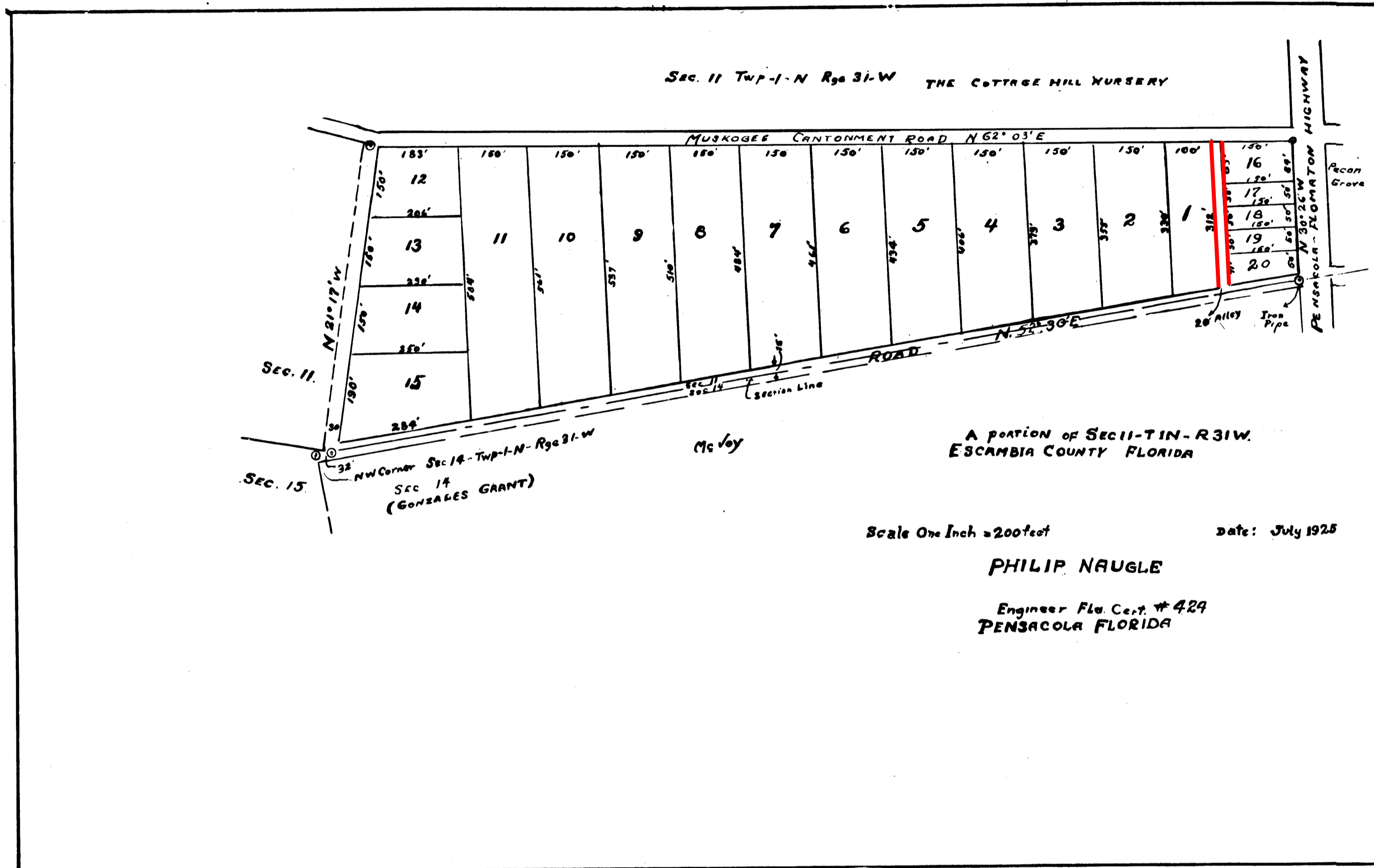
NOTICE IS HEREBY GIVEN that on February 17, A.D., 2011, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

THAT PORTION OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA DESIGNATED AS "20 FOOT ALLEY" AS PER PLAT PREPARED BY PHILIP NAUGLE, DATED JULY 1925 AND RECORDED IN PLAT DEED BOOK 106, PAGE 594, OF THE PUBLIC RECORDS OF SAID COUNTY, BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF MUSCOGEE ROAD (100' RW), BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF AN UN-NAMED ROAD (SAID RIGHT-OF-WAY LINE LYING 15.00 FEET MEASURED PERPENDICULARLY TO THE NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11), BOUNDED ON THE WEST BY THE EAST LINE OF LOT 1 OF SAID PLAT AND BOUNDED ON THE EAST BY THE WEST LINES OF LOTS 16, 17, 18, 19 AND 20 OF SAID PLAT. SAID PARCEL BEING 0.14 ACRE IN AREA, MORE OR LESS.

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

Dated this _____ day of _____, A.D., 2011.

**Board of County Commissioners
Escambia County, Florida**



Reproduction of Map record in
DEED BOOK 106 AT PAGE 594
Joe A. Flowers
 Clerk Circuit Court Scale:
 Date: March 15, 1963


20 FOOT ALLEYWAY REQUESTED TO BE VACATED, PLAT DEED BOOK 106 PAGE 594

Petitioners: RaceTrac Petroleum



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

JCC 10/12/10 DISTRICT 5

 Requested 20' Alleyway to be Vacated

 Racetrac Property Acquisition



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

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

AI-440

Item #: 10.

BCC Regular Meeting

Date: 02/17/2011

Committee of the Whole Recommendation.

From: Doris Harris

Information

Recommendation:

Recommendation: The Committee of the Whole (C/W), at the February 10, 2011, C/W Workshop, recommends that the Board take the following action:

A. Authorize staff to explore the potential purchase of the property located on the west side of the Beulah Fire Station, in order to expand, or raze and replace, the existing facility (C/W Item 5); and

B. Take the following action concerning Boat Ramp Properties (C/W Item 6):

(1) Authorize staff to pursue the acquisition of three parcels of property on Heron Bayou, located at 10900 Lillian Highway, consisting of approximately 1.65 acres, 10000 Block of Lillian Highway, consisting of approximately 1.09 acres, and 10000 Block of Lillian Highway, consisting of approximately .24 acre, owned by Coastal Bank & Trust of Florida, Charles A. Medlock, and Willis L. Bateman, Jr., respectively;

(2) Drop consideration of the property located at 13946 River Road, consisting of approximately 1.72 acres, and 13952 River Road, consisting of approximately 4.2 acres, owned by Charles R. Roberson and Karen S. Roberson, and Old River Condominiums, LLC, respectively; and

(3) Drop consideration of the property located at 8210 Scenic Highway, consisting of approximately 1.22 acres, owned by Harvey D. and Anne Bellamy.

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: February 10, 2011

RE: Committee of the Whole Workshop Recommendation

Recommendation: The Committee of the Whole (C/W), at the February 10, 2011, C/W Workshop, recommends that the Board take the following action:

- A. Authorize staff to explore the potential purchase of the property located on the west side of the Beulah Fire Station, in order to expand, or raze and replace, the existing facility (C/W Item 5); and
- B. Take the following action concerning Boat Ramp Properties (C/W Item 6):
 - (1) Authorize staff to pursue the acquisition of three parcels of property on Heron Bayou, located at 10900 Lillian Highway, consisting of approximately 1.65 acres, 10000 Block of Lillian Highway, consisting of approximately 1.09 acres, and 10000 Block of Lillian Highway, consisting of approximately .24 acre, owned by Coastal Bank & Trust of Florida, Charles A. Medlock, and Willis L. Bateman, Jr., respectively;
 - (2) Drop consideration of the property located at 13946 River Road, consisting of approximately 1.72 acres, and 13952 River Road, consisting of approximately 4.2 acres, owned by Charles R. Roberson and Karen S. Roberson, and Old River Condominiums, LLC, respectively; and
 - (3) Drop consideration of the property located at 8210 Scenic Highway, consisting of approximately 1.22 acres, owned by Harvey D. and Anne Bellamy.


DCH/

Beulah Fire Station

6400 W. 9 Mile Road

Three bay station constructed in 1978

Houses: 2 Engines
 1 Tanker
 3 Brush Trucks



A black and white photograph of the Beulah Fire & Rescue station building. The building is a dark, rectangular structure with a gabled roof. The words "BEULAH FIRE & RESCUE" are visible on the front facade. The building is surrounded by a light-colored area, possibly a parking lot or driveway.

Beulah Fire Station

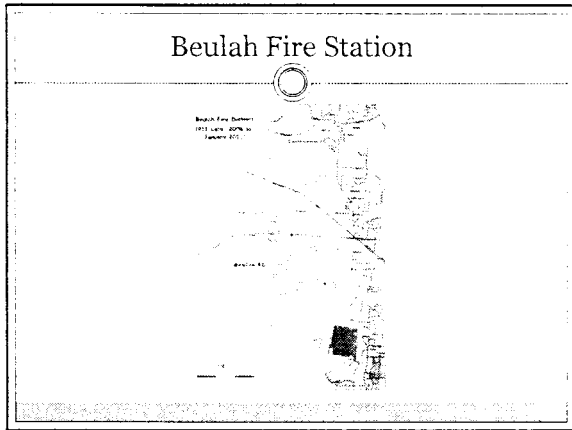
Insurance Services Office (ISO) Rating 5/9
Split of 9 – Hydrants

Beulah Fire Station


*Comprehensive Analysis Plan For Escambia County March
2001*

Recommended an additional station located at Mobile
Highway and Helms Road

Total \$2,000,000 Budgeted in LOST III
2009 - \$95,620
2015 - \$1,904,380



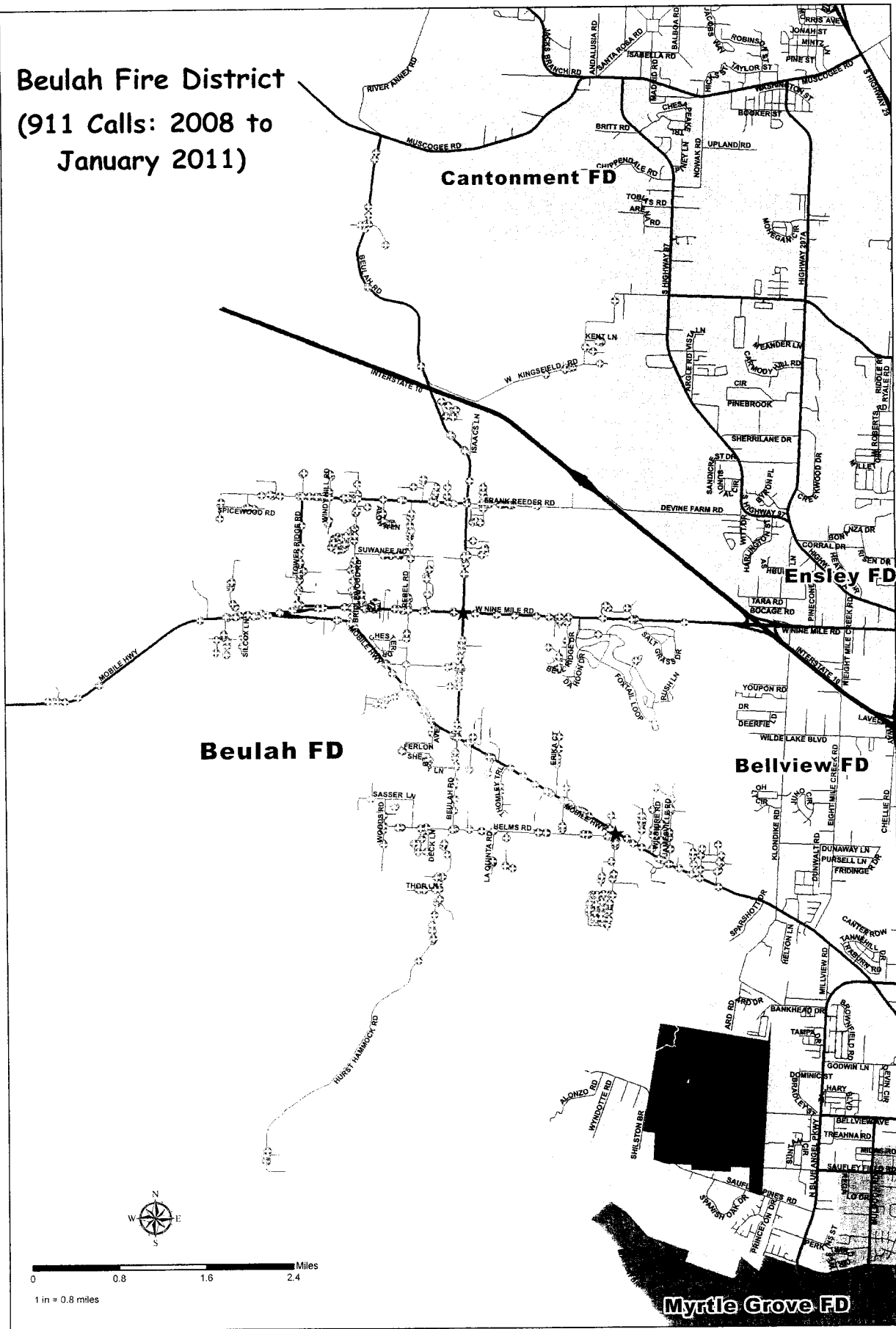
Beulah Fire Station



Expansion Current Station

- Requires Purchase of Property on Eastern Side
 - 2010 Appraisal \$61,500
 - 2008 Appraisal \$105,000
 - Owner Request \$175,000

Beulah Fire District (911 Calls: 2008 to January 2011)



Legend

- 911 Calls 2008 to January 2011
- Fire Stations
- Streets



Heron Bayou: Uppper Perdido Bay 10,900 Lillian Highway (1.65 acre+/-)

Reviewed/Recommended by MAC

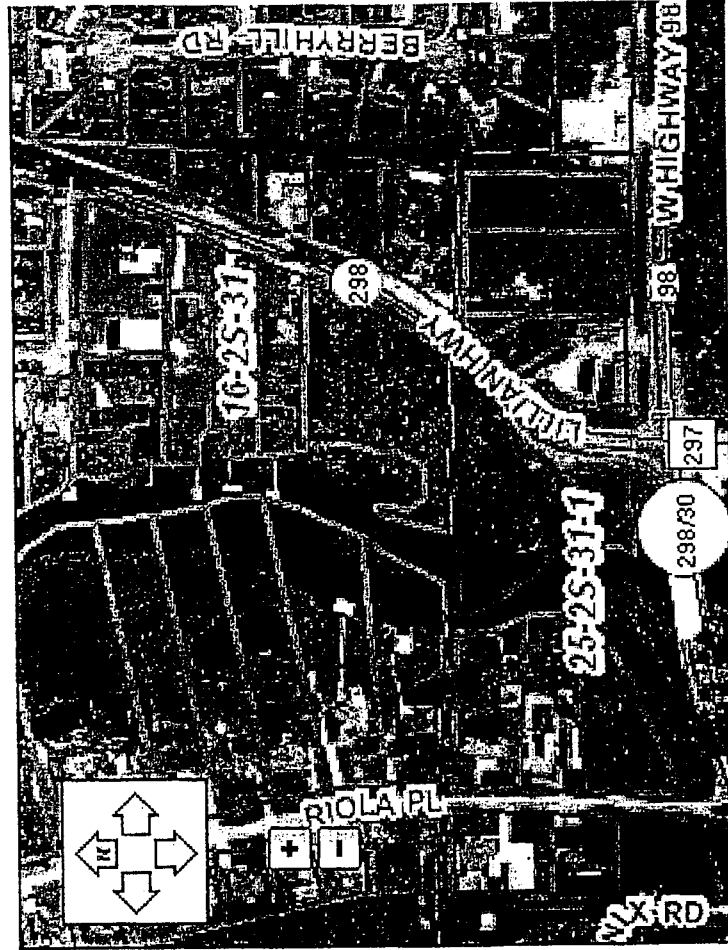
Use numeric selection labels [Record Search](#)
[Download Selection Data \(1 row\)](#)

Reference: 16-2S-31-4001-003-002
Account: 09-3921-530
Section Map: 16-2S-31
Situs: 10900 LILLIAN HWY BLK
Owner: COASTAL BANK & TRUST OF FLORIDA
Mailing Address:
 125 W ROMANA ST SUITE 400
 PENSACOLA, FL 32502
Last Sale: 8/31/2009, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.6500
Building Count: 0
Total Heated Area: 0
Zoned: R-6



Heron Bayou: Upper Perdido Bay

10,000 Lillian Highway BLK (1.09 acre +/-)



Use numeric selection labels [Record Search](#)
[Download Selection Data \(1 row\)](#)

Reference: 16-2S-31-4001-000-002
Account: 09-3921-500
Section Map: 25-2S-31-1
Situs: 10000 LILLIAN HWY BLK
Owner: MEDLOCK CHARLES A 1/3 &
Mailing Address:
 7170 BEN SASSER DR
 PENSACOLA, FL 32526
Last Sale: 10/2006, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.0900
Building Count: 0
Total Heated Area: 0
Zoned: R-2;R-6



Heron Bayou: Upper Perdido Bay 10,000 Lillian Highway BLK (0.24 acre +/-)

Use numeric selection labels [Record Search](#)
[Download Selection Data \(1 row\)](#)

Reference: 25-2S-31-1200-010-006
Account: 09-4582-190
Section Map: 25-2S-31-1
Situs: 800 DOG TRACK RD BLK
Subdivision:
 HAVEN PARK PB 1 P 37A
Owner: BATEMAN WILLIS L JR 1/4 INT &
Mailing Address:
 811 DOG TRACK RD
 PENSACOLA, FL 32506
Last Sale: 1/2007, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2400
Building Count: 0
Total Heated Area: 0
Zoned: R-6



13946 River Road

(Lacks riparian rights; Army Corps of Engineers dredged materials staging/disposal site)

Map Print Preview

Go to Parcel Id:

Reference Nbr. 143S321001002133
 Account 103604100 Section Map 14-3S-32-3
 Situs 13946 RIVER RD
 Owner ROBERSON CHARLES R & KAREN S
 Mailing Address
 1069 HEATHER ST
 MT DORA, FL 32757
 Property Use SINGLE FAMILY RESID
 Approx. Acreage 1.7200
 Building Count 1
 Total Heated Area 1300

Radius Search: Search

Feet from selected parcel
 Maximum radius allowed is 5280 feet (1 Mile)

Road Intersects: Search

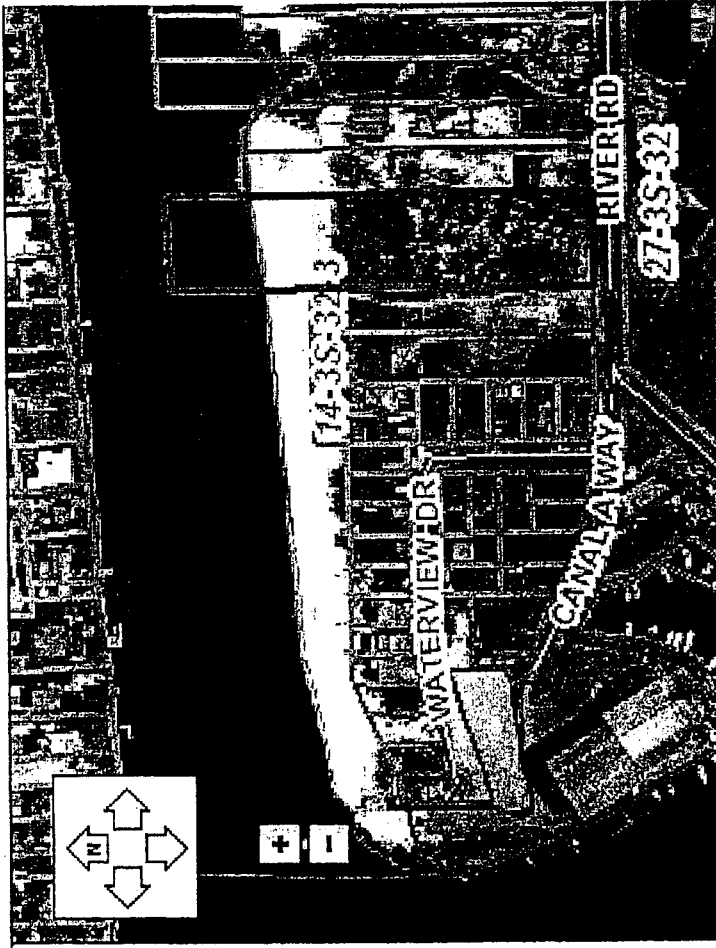
Scrolling Navigation
 Click and hold mouse over compass while moving mouse in desired direction.

Map Layers



13952 River Road

(Army Corps of Engineers Dredged materials staging/disposal site)



Use numeric selection labels [Record Search](#)

[Download Selection Data \(1 row\)](#)

Reference: 14-3S-32-1001-000-134

Account: 10-3605-000

Section Map: 14-3S-32-3

Situs: 13952 RIVER RD

Subdivision:

GULF BEACH PB 4 P 52

Owner: OLD RIVER CONDOMINIUMS LLC

Mailing Address:

2939 MCMANUS RD

MACON, GA 31220

Last Sale: 5/2005, \$8,089,000

Property Use: VACANT RESIDENTIAL

Approx. Acreage: 4.2000

Building Count: 0

Total Heated Area: 0

Zoned: CGPK



8210 Scenic Highway

Use numeric selection labels Record Search

Download Selection Data (1 row)

Reference: 06-1S-29-1003-000-018

Account: 01-0308-000

Section Map: 06-1S-29-1

Situs: 8210 SCENIC HWY

Owner: BELLAMY HARVEY D & ANNE

Mailing Address:

4421 YOUPON RD

PENSACOLA, FL 32526-4393

Last Sale: 2/1979, \$100

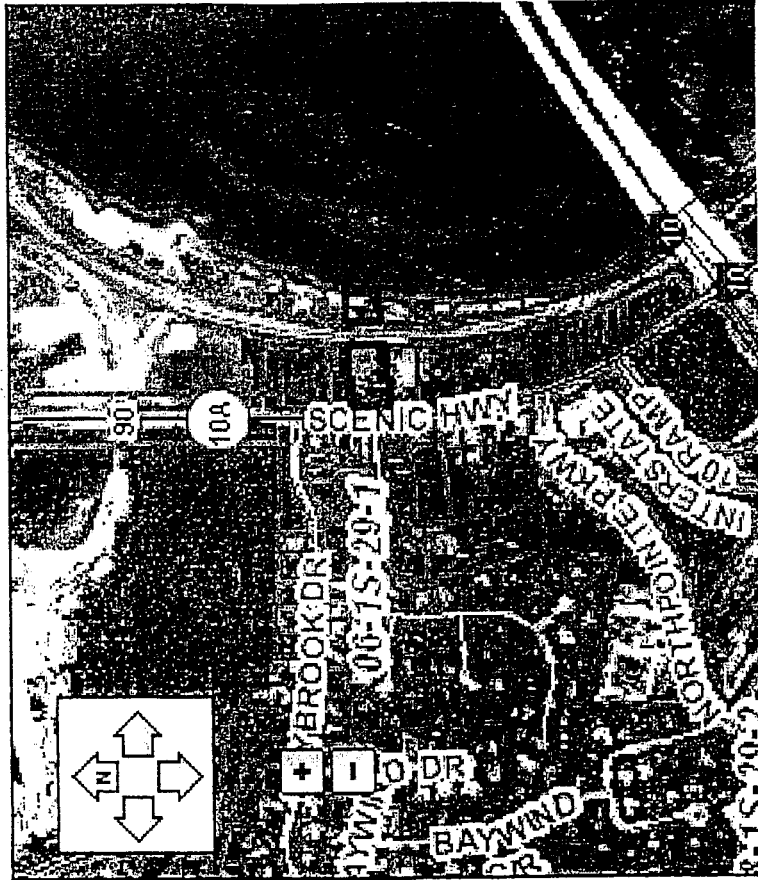
Property Use: VACANT RESIDENTIAL

Approx. Acreage: 1.2200

Building Count: 0

Total Heated Area: 0

Zoned: C-1



AI-436

Item #: 11.

BCC Regular Meeting

Date: 02/17/2011

Information

SUBJECT:

Attachments

20110217 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
February 17, 2011

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the following five Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:
 - A. Payroll Expenditures for Pay Date February 4, 2011, in the amount of \$2,360,013.07;
 - B. The following two Disbursements of Funds:
 - (1) January 27, 2011, to February 2, 2011, in the amount of \$9,535,228.31; and
 - (2) February 3, 2011, to February 9, 2011, in the amount of \$3,272,331.12;
 - C. The Investment Report for month ended January 31, 2011; and
 - D. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the December 2010 returns received in the month of January 2011; the four months year-to-date revenue collections of \$1,362,937 represent 26.34% of the Budget for the Fiscal Year; collections year-to-date indicate a 14.53% increase over the same time period in Fiscal Year 2010.
2. 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 February 3, 2011; and
 - B. Approve the Minutes of the Regular Board Meeting held February 3, 2011.



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: 02/17/2011

Acceptance of Reports

From: Doris Harris

Recommendation:

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

A. Payroll Expenditures for Pay Date February 4, 2011, in the amount of \$2,360,013.07;

B. The following two Disbursements of Funds:

(1) January 27, 2011, to February 2, 2011, in the amount of \$9,535,228.31; and

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C. The Investment Report for month ended January 31, 2011; and

D. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the December 2010 returns received in the month of January 2011; the four months year-to-date revenue collections of \$1,362,937 represent 26.34% of the Budget for the Fiscal Year; collections year-to-date indicate a 14.53% increase over the same time period in Fiscal Year 2010.

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: February 4, 2011

Check No: 50019956 - 50020061	\$87,817.33
Direct Deposits:	\$1,160,597.64
Total Deductions and Matching Costs:	\$1,111,598.10
Total Expenditures:	\$2,360,013.07

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 2011 FEB -2 P 2:58
 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
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Date of Board Meeting

Escambia County, Florida
 Disbursement of Funds From:

01/27/11 to 02/02/11

DISBURSEMENTS

Computer check run of:

01/20/11 & 01/26/11

\$ 1,753,440.59

L-Vendor

\$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>7,004,664.67</u>
Preferred Governmental Claims	\$ <u>16,892.46</u>
Dental Insurance	\$ <u>5,210.43</u>
Credit Card Purchases	\$ <u>8,600.65</u>
Other Veolia Transportation	\$ <u>746,419.51</u>

Total Disbursement by Wire

\$ 7,781,787.72

TOTAL DISBURSEMENTS

\$ 9,535,228.31

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.

2011 FEB - 3 A 8:53
 CLERK OF THE BOARD OF
 COUNTY 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

Escambia County, Florida
 Disbursement of Funds From:

02/03/11 to 02/09/11

DISBURSEMENTS

Computer check run of:

01/20/11 & 01/26/11

\$ 3,114,363.99

L-Vendor

\$ 78,130.72

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Credit Card Purchases

\$ 13,507.49

Civic Center

\$ 66,328.92

Total Disbursement by Wire

\$ 79,836.41

TOTAL DISBURSEMENTS

\$ 3,272,331.12

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.

2011 FEB 10 A 11:35
 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 by C. M. Lee*

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

DATE: February 10, 2011

SUBJECT: January 2011 Investment Report

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended January 31, 2011, as required by Ordinance 95-13.

Please do not hesitate to call me at 595-4825 if you have any questions, suggestions or comments.

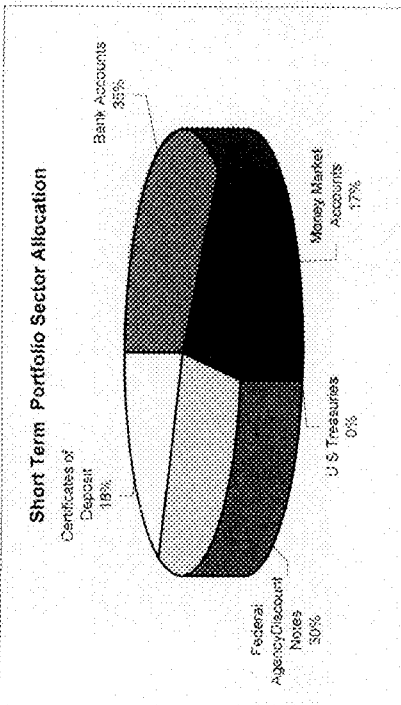
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ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2011 FEB 10 PM 1:00
 HONORABLE BOARD OF
 COUNTY COMMISSIONERS



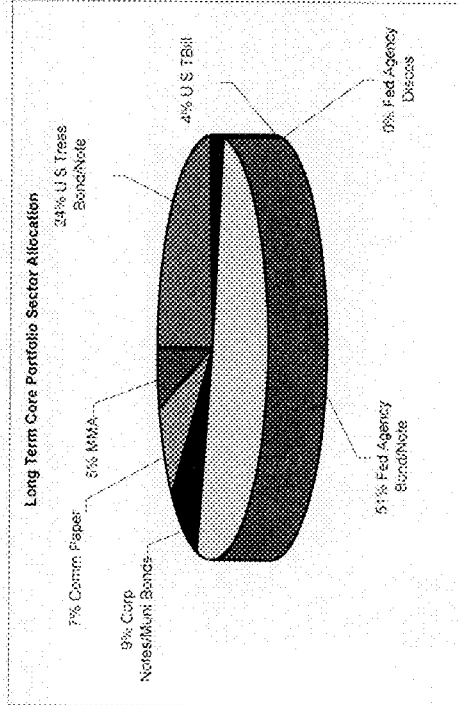
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2010-2011
As of January 31, 2011**

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 47,491,725	\$ 47,491,725	35%
Money Market Accounts	22,838,098	22,838,098	17%
U.S. Treasuries	-	-	0%
Federal Agency/Discount Notes	40,000,000	39,961,270	30%
Certificates of Deposit	25,000,000	25,000,000	18%
Total Short Term Portfolio Assets:	\$ 135,329,823	\$ 135,291,093	100%

Short Term Portfolio Yield:	0.39%	YTD Earnings:	\$75,772
Benchmark S&P GIP Index 30 Day:	0.09%		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$23,470,000	\$23,501,071	24%
US Treasury Bill	4,000,000	3,998,952	4%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	50,450,000	51,560,685	51%
Corporate Notes/Muni Bonds	8,650,000	9,176,380	9%
Commercial Paper	7,319,000	7,314,544	7%
Federated Govt Money Market Fund	4,645,905	4,645,905	5%
Total Managed CORE Assets:	\$98,534,905	\$100,197,537	100%

CORE Portfolio Yield to Maturity at Cost:	1.18%	YTD Earnings:	\$ 444,755
CORE Portfolio Yield to Maturity at Market:	1.14%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.17%		

Total Portfolio: \$ 233,864,728 \$ 235,488,630

Current Month Earnings: \$ 111,546

Year to Date Earnings: \$ 520,477



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
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 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
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 GUARDIANSHIP
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 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 and Comptroller

By: *Patricia L. Sheldon by C. Maker*

Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court and Comptroller

DATE: February 9, 2011

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2010 returns received in the month of January 2011, as prepared by the Finance Department of the Clerk and Comptroller's Office. The report represents four months of collections for the 2011 fiscal year. The year-to-date collections of \$1,362,937 represent 26.34% of the budgeted revenue for fiscal 2011. Collections year-to-date indicate a 14.53% increase over the same time period in fiscal year 2010.

PLS/nac

2011 FEB -9 PM 1:24
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 ERNIE LEE MAGAHA

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF JANUARY 31, 2011**

Zip Code	Fiscal Year 2011	Fiscal Year 2010	Difference	% Change
	YTD Collected	YTD Collected		
32501	84,713	69,544	15,169	22%
32502	58,628	51,323	7,305	14%
32503	5,982	5,816	166	3%
32504	251,453	205,990	45,463	22%
32505	62,619	59,534	3,085	5%
32506	47,642	46,697	945	2%
32507	161,216	178,429	(17,213)	-10%
32514	111,972	99,021	12,951	13%
32526	64,809	58,048	6,761	12%
32534	38,808	36,521	2,288	6%
32535	778	835	(57)	-7%
32561	474,316	378,043	96,273	25%
32562	-	-	-	0%
32577	-	265	(265)	0%
Total	\$ 1,362,937	\$ 1,190,067	\$ 172,870	15%

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF JANUARY 31, 2011**

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	54,114	21%	13,312	5%
Total	\$ 84,713	6%	\$ 58,628	4%	\$ 5,982	0%	\$ 251,453	18%	\$ 62,619	5%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	26,765	10%	16,739	6%	12,273	5%
Total	\$ 47,642	3%	\$ 161,216	12%	\$ 111,972	8%	\$ 64,809	5%	\$ 38,808	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32581		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	27%	-	0%	-	0%	263,573	100%
Total	\$ 778	0%	\$ 474,316	35%	\$ -	0%	\$ -	0%	1,362,937	100%

**2/17/2011
 CR I-1D**

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2010
 AS OF JANUARY 31, 2010**

Month of Collection	Zip Code									
	32501		32502		32503		32504		32506	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/09	17,655	5%	14,969	4%	1,605	0%	53,726	15%	15,593	4%
11/09	20,158	6%	15,208	5%	1,880	1%	53,405	17%	15,676	5%
12/09	16,093	6%	11,676	4%	1,489	1%	50,296	18%	13,741	5%
01/10	15,639	7%	9,469	4%	842	0%	48,563	22%	14,523	7%
Total	\$ 69,544	6%	\$ 51,323	4%	\$ 5,816	0%	\$ 205,990	17%	\$ 59,534	5%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/09	12,677	3%	57,614	16%	26,218	7%	13,660	4%	9,501	3%
11/09	11,139	4%	38,627	12%	27,585	9%	14,655	5%	10,619	3%
12/09	14,028	5%	60,090	21%	23,450	8%	14,850	5%	8,245	3%
01/10	8,852	4%	22,098	10%	21,769	10%	14,883	7%	8,156	4%
Total	\$ 46,697	4%	\$ 178,429	15%	\$ 99,021	8%	\$ 58,048	5%	\$ 36,521	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/09	240	0%	143,076	39%	-	0%	-	0%	366,536	100%
11/09	224	0%	108,720	34%	-	0%	-	0%	317,897	100%
12/09	258	0%	71,750	25%	-	0%	-	0%	285,967	100%
01/10	113	0%	54,497	25%	-	0%	265	0%	219,667	100%
Total	\$ 835	0%	\$ 378,043	32%	\$ -	0%	\$ 265	0%	1,190,067	100%

**2/17/2011
 CR I-1D**

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

2/17/2011
CR I-1D

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011													
Month Of	For The	2000*	2001*	2002*	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*
Collection	Month Of												
OCT	SEP	200,762	211,900	184,219	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850
NOV	OCT	151,712	164,993	152,568	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214
DEC	NOV	138,641	150,482	148,279	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,460
JAN	DEC	106,778	116,281	123,532	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	197,679
TOTAL		597,891	643,656	608,598	669,591	762,281	904,071	993,246	862,507	896,538	863,907	892,551	1,022,203

Source: Spreadsheet entitled "Revenue Calculations", line 6 for the current month.

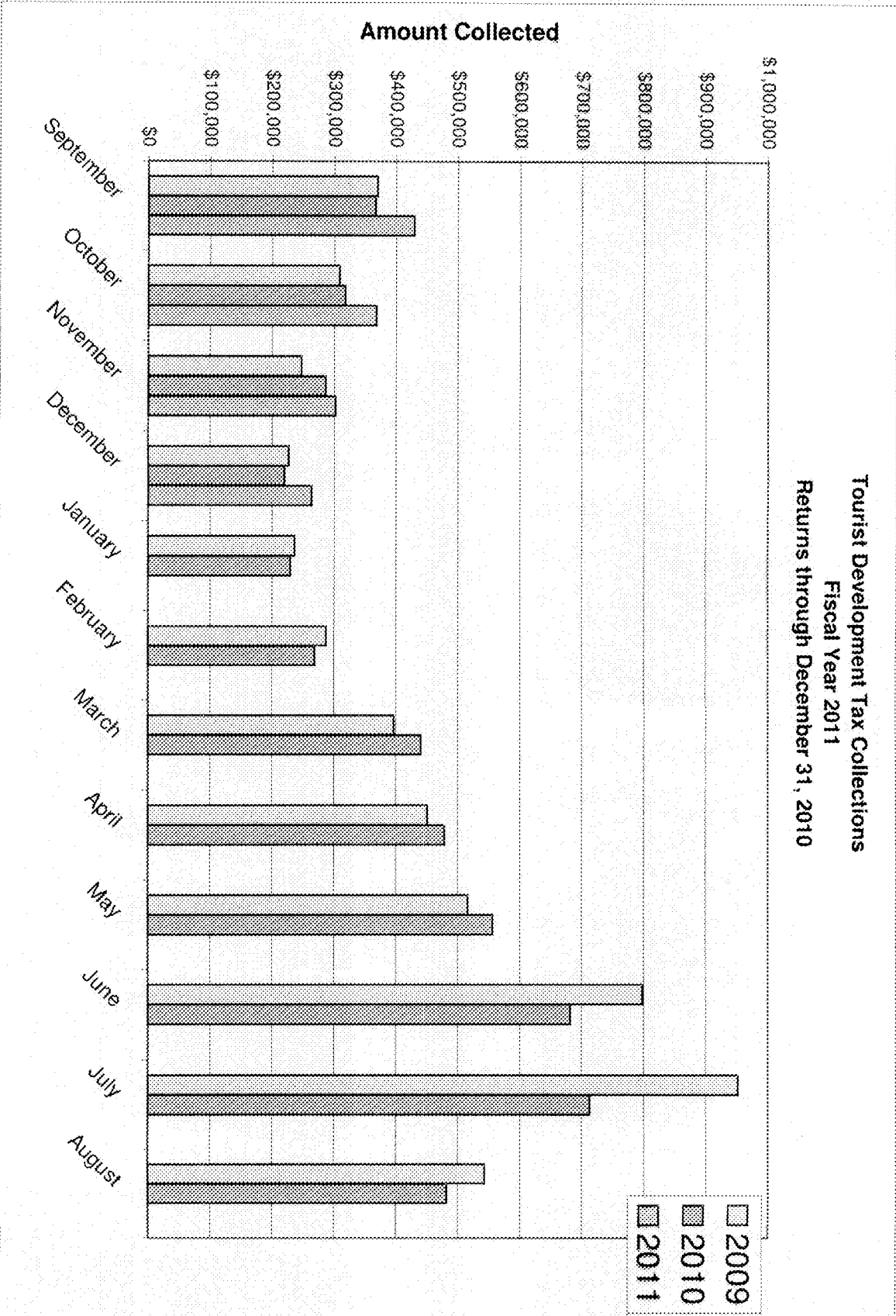
TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA

**ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS
 COLLECTED 2000-2011**

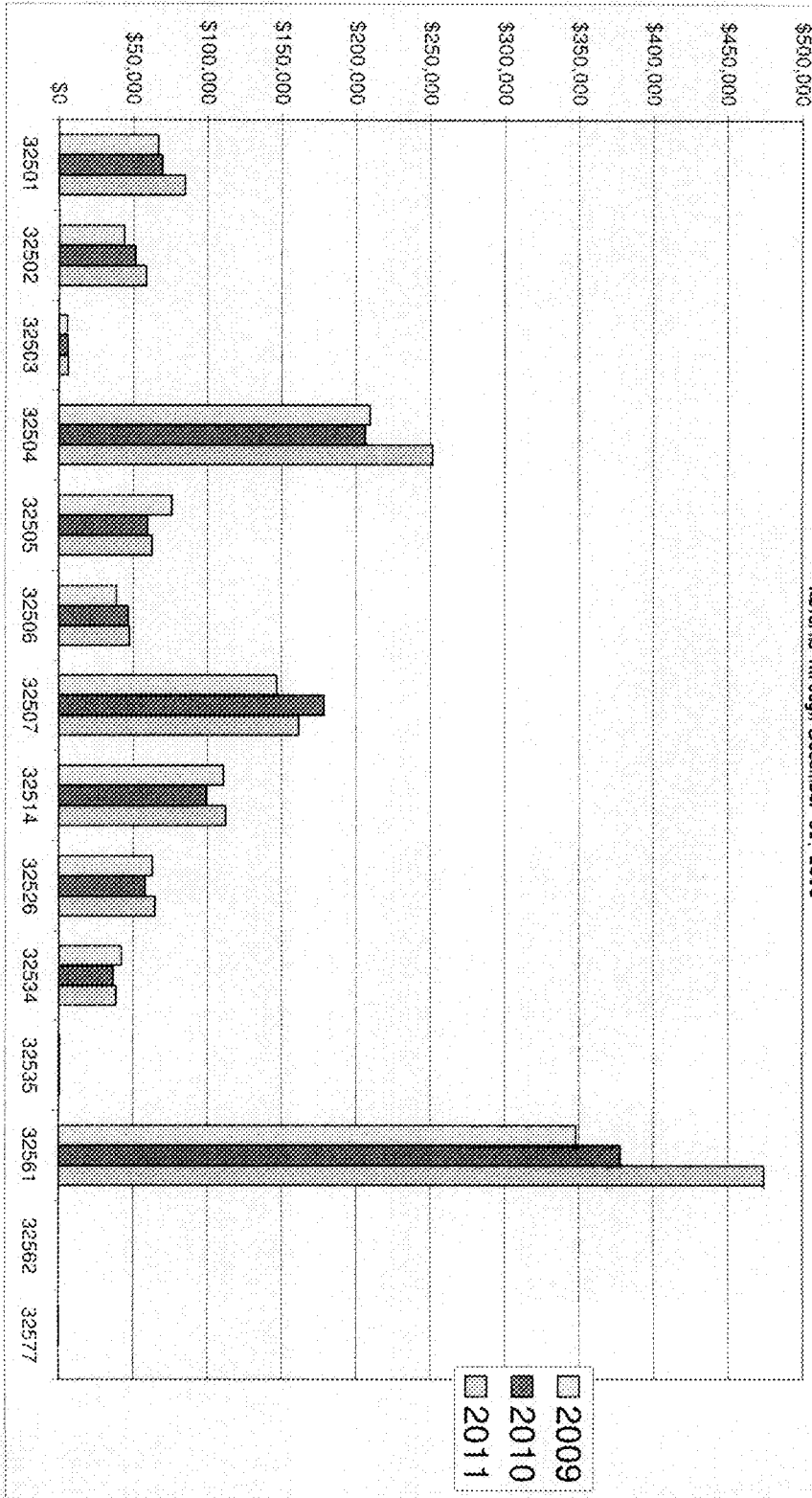
Month Of Collection	For The Month Of	ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011											
		2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
OCT	SEP	-	68,206	59,037	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283
NOV	OCT	-	53,748	49,602	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,071
DEC	NOV	-	49,252	48,368	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487
JAN	DEC	-	37,986	40,269	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	65,893
	TOTAL	-	209,192	197,276	216,637	246,614	298,488	330,273	287,502	298,846	287,969	297,517	340,734

Source: Spreadsheet entitled "Revenue Calculations", line 5 for the current month.

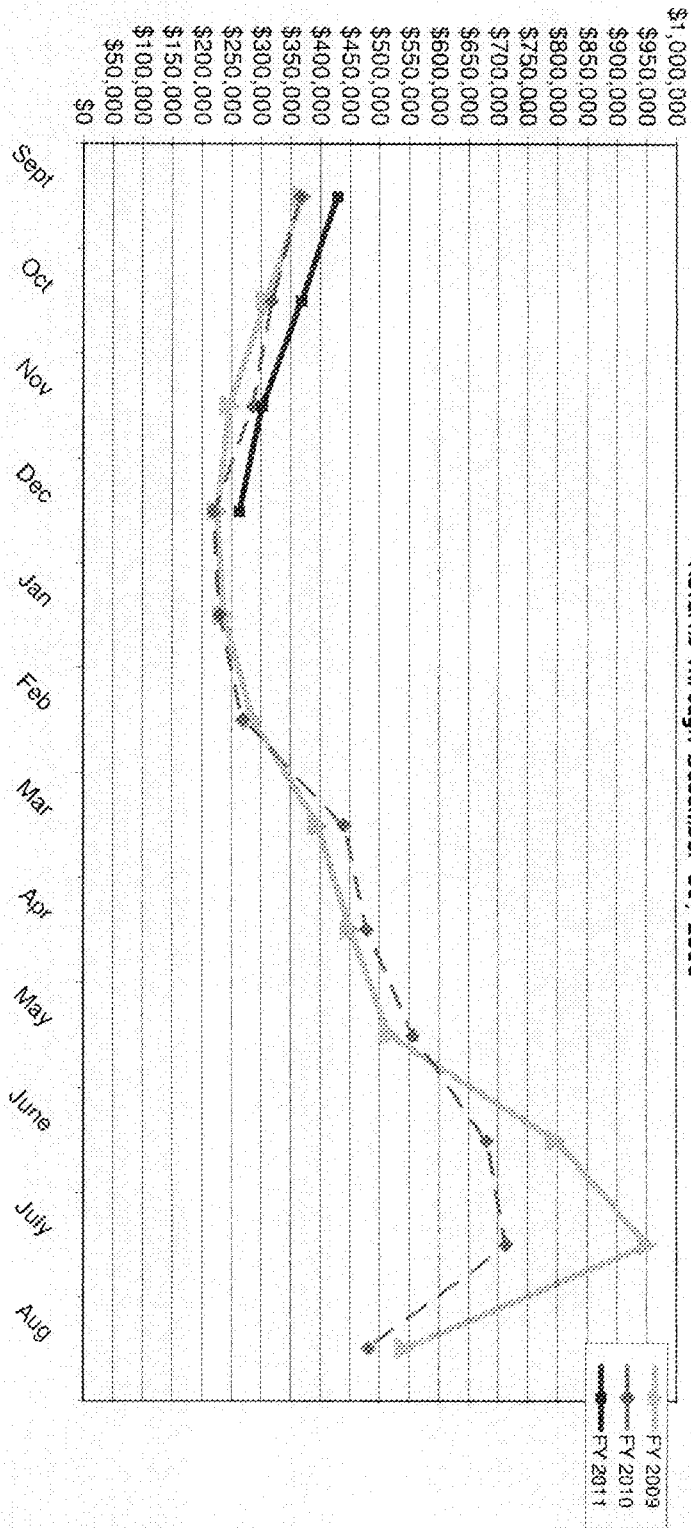
Tourist Development Tax Collections
Fiscal Year 2011
Returns through December 31, 2010



Tourist Development Tax Collections
 Comparison by Zip Code
 Fiscal Year 2011
 Returns through December 31, 2010



**TOURIST DEVELOPMENT TAX
3 YEAR TRENDLINE
Fiscal Year 2011
Returns through December 31, 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 #: 2.

Date: 02/17/2011

Minutes and Reports

From: Doris Harris

Recommendation:

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 February 3, 2011; and

B. Approve the Minutes of the Regular Board Meeting held February 3, 2011.

Attachments

CR I-2

REPORT OF THE AGENDA WORK SESSION
HELD FEBRUARY 3, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 9:38 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. Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office
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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., January 6, 2011, Regular Board Meeting, was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Sandra F. Slay, Division Manager, Corrections Bureau, Code Enforcement Division, reviewed the agenda cover sheet;
 - B. Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau, reviewed the Growth Management Report;
 - D. County Administrator Oliver; County Attorney Rogers; Shirley L. Gafford, Program Coordinator, County Administrator's Office; Patrick "Pat" Johnson, Division Manager, Solid Waste Management Division, Community & Environment Bureau, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc., reviewed Commissioner Robinson's add-on item.

NAME

DEPARTMENT/AGENCY

1	Claudia Simon	Purch.
2	Gary Montec	EC SO
3	DeWoo	FACILITIES M&T
4	Wyle Mann	Public Works
5	Larry Bodden	P/W
6	Joy Beckman	P/W
7	Amy Dorsey	MBS
8	Ray M...	Admi
9	Tom Swells	NR
10	Sonya Daniel	PIO
11	Cam Johnson	PIO
12	Andrey Washington	PIO
13	Mike Weaver	PS
14	Felicia Knight-Mardon	Extension
15	Bob Dennis	mbs/Purching
16	Tim Hunt	Citizen
17	Sandra Slay	Env Enforce.
18	Noranda Zin	B/C
19	Sam Johnston	CVDL
20	Brandy Wickerson	NEEP
21	Jim Howes	DSNM
22	Dale Baker	DSB
23	Anthony Lively	CAD
24	LLIND KERR	DSB
25	Allison Cam	DSB
26	Rawn Jacobs	BCC D1 5
27	Maureen Braguelo	bcc D1
28	Don Selman	BCC D2
29	Becky Anzetta	BCC D4
30	Janet Eyer	PNJ

NAME

DEPARTMENT/AGENCY

1	Don E. Barber	Citizen
2	Keith Wilkins	C+E
3	Prof. Shira	DWM
4	KEN GORDON	ECAT
5	DAVID MUSELITZ	IT
6	Valerie C. Jones	Comm. Serv
7	Susan Hoet	CEO/SWM
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NAME

DEPARTMENT/AGENCY

1	Cheryl Maher	Clerk's Finance
2	Noris Harris	Clerk to the Board
3	Cerene R. Oliver	County Administrator
4	Shelley Gafford	CAD
5	KEVIN WHITE	BCC
6	Wilson Robertson	BCC
7	Jim Valentines	BCC
8	Grover Robinson	BCC
9	Alison	City Atty
10	L. Simpson	City Atty Office
11	Lisa Bernau (dch)	Chief Deputy Clerk
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AI-428

Item #: 11.

BCC Regular Meeting

Date: 02/17/2011

Information

SUBJECT:

Attachments

GMR

GROWTH MANAGEMENT REPORT
February 17, 2011

I. PUBLIC HEARING

1. Reschedule of the 5:45 p.m. Public Hearing - LDC Ordinance - Articles 3, 6 & 9 "Single Family Living"

RECOMMENDATION:

That the Board reschedule the Public Hearing for LDC Ordinance - Articles 3, 6 & 9 "Single Family Living" from February 17, 2011 to March 03, 2011.

Approval of the Ordinance will require two Public Hearings before the Board as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Public Hearing Item #: 1.

Growth Management Report

Date: 02/17/2011

Issue: Reschedule of the 5:45 p.m. Public Hearing - LDC Ordinance - Articles 3, 6 & 9
"Single Family Living"

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board reschedule the Public Hearing for LDC Ordinance - Articles 3, 6 & 9 "Single Family Living" from February 17, 2011 to March 03, 2011.

Approval of the Ordinance will require two Public Hearings before the Board as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

BACKGROUND:

At the February 7, 2011 Planning Board meeting, the Board reviewed and recommended approval of the "Single Family Living" Ordinance and forwarded to the Board of County Commissioners (BCC) for approval.

Staff is requesting the BCC to reschedule the Public Hearing from February 17, 2011 to March 03, 2011.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

AI-443

Item #: 11.

BCC Regular Meeting

Date: 02/17/2011

Information

SUBJECT:

Attachments

County Administrator's Report

COUNTY ADMINISTRATOR'S REPORT
February 17, 2011

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the three Request for Disposition of Property Forms for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

2. Recommendation Concerning Revised 2010/2011 Annual Travel/Conference Schedule for Out-of-County Travel - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve the revised 2010/2011 Annual / Travel Conference Schedule for out-of-County travel for any member of the Commission, County Administrator, and/or the County Attorney wishing to participate.

3. Recommendation Concerning an Interlocal Agreement between Escambia County and the Escambia County School Board for the Provision of Certain Emergency Medical Services Student Clinical Training - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the Escambia County School Board for the Provision of Certain Emergency Medical Services Student Clinical Training, as approved by School Board action on January 4, 2011:

A. Approve the Interlocal Agreement to enable students in the First Responder Program at West Florida High School of Advanced Technology (WFHS) to receive clinical experience under the auspices of Escambia County EMS (ECEMS), commencing January 4, 2011, and terminating January 4, 2012, with four automatic renewals of one year each; and

B. Authorize the Chairman to sign the Interlocal Agreement.

4. Recommendation Concerning CRA Meeting Minutes January 20, 2011- Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board accept, for filing with the Board's Minutes, the January 20, 2011, Community Redevelopment Agency (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

5. Recommendation Concerning a License with the U.S. Department of the Navy Via Naval Air Station Pensacola for Escambia County Area Transit Bus Stop Shelter - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning a License with the U.S. Department of the Navy via Naval Air Station Pensacola, for an Escambia County Area Transit (ECAT) bus stop shelter:

A. Approve the License for Non Federal Use of Real Property, NAVFAC 11011/29 (6-75), for the location and installation of an ECAT bus stop shelter on Naval Air Station Pensacola; and,

B. Authorize the Chairman to sign the License without further action of the Board.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Tax Deed Application for Property Over \$5,000 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Application List (as provided) for 335 tax deeds for parcels over \$5,000. The Tax Deed Application process fees total per parcel is \$615. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel).

[Funding: Fund 001, General Fund, Cost Center 110201]

2. Recommendation Concerning the Surplus and Sale of Real Property Located in the 2900 Block of Old Chemstrand Road - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the surplus and sale of real property, located in the 2900 Block of Old Chemstrand Road:

A. Declare surplus the Board's real property, Account Number 11-0139-000, Reference Number 14-1N-30-1000-014-014;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,420, in accordance with Section 46.134 of the Escambia County Code of Ordinances or make a factual determination, in accordance with Section 46-131, Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and

C. Authorize the Chairman to sign all documents related to the sale.

3. Recommendation Concerning Conveyance of Real Property, Located at 3014 Berwick Street, to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Declare surplus the Board's real property, located at 3014 Berwick Street, Account Number 05-0998-000, Reference Number 04-2S-30-6001-029-013;

B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;

C. Authorize release of the effect of the 2010 Nuisance Abatement Lien, in the amount of \$259.99, recorded in Official Records Book 6548, at Page 1780, of the Public Records of Escambia County, Florida;

D. Approve the sale price of \$8,086.45 for the 3014 Berwick Street property, plus any additional Lien interest accumulated prior to closing;

E. Acknowledge that Habitat for Humanity, Inc., will pay for the setup and recording fees related to the Lien, and the design of any house/structure shall be subject to architectural review and approval by the County prior to the County's release of the Lien;

F. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

G. Authorize the Chairman to execute the Resolution and all documents related to the sale.

4. Recommendation Concerning the Conveyance of Real Property Located at 1910 West St. Catherine Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Declare surplus the Board's real property, located at 1910 West St. Catherine Street, Account Number 06-2217-000, Reference Number 17-2S-30-1600-820-082;

B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;

C. Authorize release of the effect of two Municipal Services Benefit Unit (MSBU) Liens from 1998 and 1999, recorded in Official Records Book 4315, at Page 1817, and Official Records Book 4448, at Page 1433, respectively, in the total amount of \$438.40, and a Code Enforcement Citation Lien, recorded in Official Records Book 6549, at Page 963, in the amount of \$123.81;

D. Approve the sale price of \$4,841.35 for the 1910 West St. Catherine Street property plus, any additional Lien interest accumulated prior to closing;

E. Acknowledge that Habitat for Humanity, Inc., will pay for the setup and recording fees related to the Liens, and the design for any house/structure shall be subject to architectural review and approval by the County prior to the County's release of the Liens;

F. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

G. Authorize the Chairman to execute the Resolution and all documents related to the sale.

5. Recommendation Concerning Purchase of Parker Sport Cabin Boat, PD 10-11.003 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize Escambia County, Florida, to piggyback off the Hamilton County, Ohio, Contract #ITB 043-09/JW, in accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, and award a Purchase Order to Parker Marine Enterprises, Inc., in the amount of \$86,379, for the purchase of a Parker 2520XLD sport cabin boat.

[Funding: Fund 352, LOST III, Cost Center 220102, Project 10NE0848]

6. Recommendation Concerning Task Order Award for Pensacola Beach Master Plan, PD 10-11.005 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Pensacola Beach Master Plan, PD 10-11.005:

A. Approve the Selection/Negotiation Committee Ranking:

1. Baskerville-Donovan, Inc.
2. Hatch Mott MacDonald, Inc.
3. Hernandez & Swift Associates, Inc.; and

B. Award a Task Order for PD 10-11.005, Pensacola Beach Master Plan, per the terms and conditions of PD 02-03.079, Professional Services, as Governed by Florida Statute 287.055, to Baskerville-Donovan, Inc., for a lump sum amount of \$149,746.26.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 11EN0934]

7. Recommendation Concerning Federal Lobbying Services for Escambia County - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Federal Lobbying Services for Escambia County:

A. Authorize the engagement of a firm to provide Federal Lobbying Services for Escambia County Board of Commissioners for the period of 12 months, beginning February 17, 2011, for an amount not to exceed \$84,000; and

B. Approve the ranking as follows and authorize the County Administrator to execute an Agreement with the firm which ranked #1 for the Request for Proposal PD 10-11.001.

1. The MWW Group
2. Alcalde & Faye
3. Blank & Rome Government Relations, LLC

[Funding: Fund 001, General Fund, Cost Center 110201]

8. Recommendation Concerning Change Order #2 to PO #100846 to DAG Architects, Inc., for A&E Services for Molino School Renovations - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order:

Bureau: Public Works Bureau
Division: Facilities Management
Type: Addition
Amount: \$113,135.00
Vendor: DAG Architects, Inc.
Project Name: A&E Services for Molino School Renovations
Contract: PD 08-09.106
PO#: 100846-1
CO#: 2
Original Award Amount: \$214,580.00
Cumulative Amount of Change Orders through CO#2: \$118,875.00
New Contract Total: \$333,455.00

The Tax Collector's lease at its Cantonment location ends in October 2012. It has been determined that it would be in the best interests of the County to construct a new 7,000 SF building to house both the Tax Collector's and the Property Appraiser's staff at the site of old Molino School. DAG Architects, Inc., is the architectural firm for this conversion project.

To enable the Tax Collector to move to the new building before its lease ends and to seek the lowest possible construction costs, bidding the new building in the same package as the conversion is the best approach. As a result, a Change Order to DAG Architects, Inc., to add the architectural and engineering services for this new building is appropriate and necessary.

[Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201, Project # 09PF0035]

9. Recommendation Concerning the Reallocation/Establishment of Two Positions for the Community & Environment Bureau/Solid Waste Management Division - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the reallocation of the positions of Equipment Operator III and Equipment Operator II, to establish two Accounting Assistant positions (PN C111F_CENCSWLO) for the purpose of efficiently handling the day-to-day operations of the Palafox Transfer Station Weigh Station as a result of the County assuming the operation of that facility April 15, 2011.

[Funding Source: Fund 401, Solid Waste, Cost Center 220603 and Cost Center 220612]

10. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 413 South 1st Street - Keith Wilkins, REP, Interim Community & Environment Bureau Chief

That the Board ratify the following February 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 413 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Scott Dickson, owner of residential property located at 413 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$800, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvement: sanitary sewer connection; and

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

11. Recommendation Concerning Change Order to Purchase Order Number 101458 to Texas A&M Research Foundation for Laboratory Services - Keith Wilkins, REP, Interim Community & Environment Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order for the laboratory analysis of additional fish samples from the Ex-Oriskany reef site:

Bureau:	Community & Environment Bureau
Division:	Marine Resources
Type:	Addition
Amount:	\$7,500
Vendor:	Texas A&M Research Foundation
Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project
Contract:	N/A
PO No.:	101458
CO No.:	1
Original Award Amount:	\$48,000
Cumulative Amount of Change Orders through CO #1:	<u>\$7,500</u>
New Contract Total:	<u>\$55,500</u>

[Funding: Fund 110, Other Grants & Projects, Cost Center 220338, Oriskany PCB Monitoring, Object Code 53101 - \$7,500]

III. For Discussion



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service Consent Item #: 1.

County Administrator's Report

Date: 02/17/2011
Issue: Disposition of Property Request for Supervisor of Elections
From: Michael Hardin
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the three Request for Disposition of Property Forms for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

disposition of property request

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: _____ Supervisor of Elections COST CENTER NO: 550101

Doug Browne DATE: 1-5-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50395	Fujitsu Scanner	1050071-S62	620C	2001	working
Y	48246	Fujitsu Scanner	5145	M3096GX	1999	working

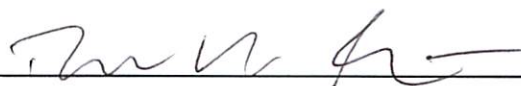
Disposal Comments: _____


INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 1/14/2011
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): DAVID M GORTELAND

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
 1/19/11
 Charles R. "Randy" Oliver, CPA PE
 County Administrator

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: _____ Supervisor of Elections COST CENTER NO: 550101

Doug Browne DATE: 12-21-2010
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49102	Duplicator w/cart	c3930075016	3150eDNP	2000	not working

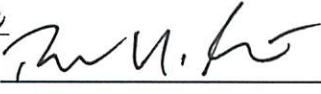
Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 12/22/2010
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): DAVID SPURGEON, SOB

RECOMMENDATION: Date: 1/19/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, CPA PE
 County Administrator

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 03-25-10

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: *Disposing Bureau:* _____ Supervisor of Elections COST CENTER NO: 550101

Doug Browne DATE: 1/24/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48195	PowerEdge Dell Server	7RCA8	2300	1999	working
Y	49033	PowerEdge Dell Server	7KQZ101	2400	2000	working
Y	51634	PowerEdge Dell Server	94BC521	2600	2002	working

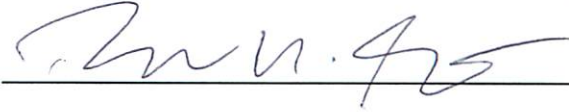
Disposal Comments: These PC's are still usable, We updated our servers to accommodate our growing needs.


INFORMATION TECHNOLOGY (IT Technician): David Stevens
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/25/11 Information Technology Technician Signature: 

TO: County Administration Date: 1/25/2011
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 2/1/11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver, CPA PE
 County Administrator

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 #: 2.

County Administrator's Report

Date: 02/17/2011
Issue: Authorization of out-of-County travel - Revised 2010/2011 Annual Conference Schedule
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Revised 2010/2011 Annual Travel/Conference Schedule for Out-of-County Travel - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve the revised 2010/2011 Annual / Travel Conference Schedule for out-of-County travel for any member of the Commission, County Administrator, and/or the County Attorney wishing to participate.

BACKGROUND:

The Fiscal Year 2010/2011 Annual Conference/Events Schedule previously approved by the Board has been revised to include the NACo Legislative Conference/BP Gulf Counties and Parishes Oil Spill Task Force meeting in March 2011, and other upcoming meetings related to the BP Oil Spill Recovery effort.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from funds within the appropriate Cost Center for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section 1, Part 4{a}, requires Commission approval for out-of-County travel by the Commissioners, the County Administrator and the County Attorney.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Revised 2010/2011 Annual Conference/Events Schedule

ANNUAL TRAVEL/CONFERENCE SCHEDULE 2010-2011

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
*October 27-29, 2010	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
November 17-19, 2010	Florida Association of Counties	Legislative Conference	Fernandino Beach, FL (Nassau County)
*January 5-7, 2010	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
March 4-9, 2011	NACo Legislative Conference	Legislative Conference/Oil Spill Meeting	Washington, DC
March 10-11, 2011	International City County Management Association	Regional Summit	Ashville, North Carolina
March 23, 2011	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
*April 13-15, 2011	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
June 21-24, 2011	Florida Association of Counties	Annual Conference	Orlando, FL (Orange County)
July 15-19, 2011	National Association of Counties	Annual Conference	Portland, Oregon
September 18-21, 2011	International City County Management Association	Annual Conference	Phoenix, Arizona
September 21-23, 2011	Florida Association of Counties	Annual Policy Conference	**TBD
**TBD	Gulf Power	Economic Symposium	Destin, FL (Okaloosa County)
November 16-18, 2011	Florida Association of Counties	Legislative Conference	**TBD
**TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	**TBD
*Both Comr. Wilson Robertson and Comr. Kevin White will attend these events.			

**TO BE DETERMINED



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 3.

County Administrator's Report

Date: 02/17/2011
Issue: Interlocal Agreement between Escambia County and the Escambia County School Board for the Provision of Certain Student Clinical Training
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County and the Escambia County School Board for the Provision of Certain Emergency Medical Services Student Clinical Training - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the Escambia County School Board for the Provision of Certain Emergency Medical Services Student Clinical Training, as approved by School Board action on January 4, 2011:

- A. Approve the Interlocal Agreement to enable students in the First Responder Program at West Florida High School of Advanced Technology (WFHS) to receive clinical experience under the auspices of Escambia County EMS (ECEMS), commencing January 4, 2011, and terminating January 4, 2012, with four automatic renewals of one year each; and
- B. Authorize the Chairman to sign the Interlocal Agreement.

BACKGROUND:

This Agreement will re-establish the provision of clinical learning experiences to students enrolled in the First Responder program at WFHS. Such training strengthens existing academics in the pre-hospital care curriculum at that school. Through the Agreement, ECEMS will provide clinical training, specifically pre-hospital, emergency patient care, for certain WFHS students. This partnership benefits ECEMS through use of the additional manpower provided by the student trainees.

ECEMS Field Training Officers will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with WFHS.

A similar Agreement with WFHS expired June 30, 2010.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the document as to form and legal sufficiency on January 14, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The Escambia County School Board approved and executed the Interlocal Agreement on January 4, 2011. Upon BCC approval and proper execution, the Agreement becomes effective upon filing with the Escambia County Clerk's Office. Following BCC approval, Trisha Pohlmann, Public Safety Business Operations Manager, will ensure the appropriate original is returned to the District School Board for its files. Pat Kostic, Public Safety EMS Manager, will oversee implementation of the Agreement and, in cooperation with WFHS health science instructors, will develop a schedule to ensure that eligible students have the opportunity to participate in clinical training opportunities.

Attachments

IA for EMS WFHS Clinical Training

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE
ESCAMBIA COUNTY SCHOOL BOARD FOR THE PROVISION OF CERTAIN
EMERGENCY MEDICAL SERVICES STUDENT CLINICAL TRAINING**

This Interlocal Agreement, made and entered into this 4th day of January 2011, by and between The School Board of Escambia County, Florida, whose administrative office address is 215 West Garden Street, Pensacola, Florida 32502 (hereinafter referred to as "School Board") and Escambia County, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County and the School Board are authorized by Section 163.01, Florida Statutes et. seq., to enter into Interlocal Agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the West Florida High School of Advanced Technology (WFHS), as a unit of the Escambia County School District, has established certain State approved secondary programs in health sciences education, and such programs provide clinical facilities in which students can obtain a clinical learning experience; and

WHEREAS, Escambia County Department of Public Safety, Emergency Medical Services Division (EMS), has such facilities (specifically ambulances) in which the students can acquire certain clinical learning experiences; and

WHEREAS, it is beneficial for the Escambia County School Board to enter into an Agreement with Escambia County to enhance the practical application of student skills and knowledge in the Emergency Medical Services' First Responder Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Escambia County School Board and Escambia County agree as follows:

1. The administration of health-related education and the planning, selecting, and supervision of clinical learning experiences for the students shall be the responsibility of and under the control of the WFHS through its departmental faculties, and in administering this program, the WFHS shall:
 - A. Be responsible for, and will directly control, the teaching and training of the WFHS students by providing competent instructors for the planning, implementation, instruction, teaching, guidance, and supervision of this program.
 - B. Provide instruction required in this program unless, in specific instances, other provisions are mutually agreed upon.

C. Maintain professional liability insurance covering students and faculty, with limits of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate per policy year against any claims arising from any act or omission of any act by a student or faculty member. The School Board will name Escambia County and Escambia County Board of County Commissioners as additional insureds on this policy and will provide a Certificate of such insurance to Escambia County upon request.

Maintain accidental medical, death and dismemberment insurance for students enrolled in health programs, with limits of fifteen thousand dollars (\$15,000.00) for accidental medical expenses, and limits of twenty-five thousand dollars (\$25,000.00) for accidental death or dismemberment. Certificate of such insurance shall be provided to Escambia County upon request.

D. Supply the material for keeping permanent records of students and, maintain all correspondence.

E. Retain only those students whose conduct and performance is in accordance with the standards set forth by acceptable practice.

F. Plan schedules for student clinical experiences which plans shall have the approval of the appropriate department head of EMS prior to the beginning of the experience period.

G. Notify EMS in writing of the number of students who will be reporting at least two weeks prior to the beginning of the experience period.

H. Ensure that the students comply with all rules and regulations mutually agreed upon by the WFHS and EMS for the governing of the students.

I. Support incidental expenses for required or desired specialized training by EMS personnel for WFHS students.

J. Provide a faculty member of WFHS for consultation with the EMS personnel from time to time for student guidance and appropriate oversight.

K. Prohibit the publication by the trainees and faculty or staff members of any materials relative to their clinical experiences that have not been approved for release for publication by EMS and WFHS .

L. Agree that in no case shall WFHS allow its students, employees, or agents to remove or cause to be removed any original or copied protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") from the physical premises of EMS. WFHS agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved student or students from the program and will constitute a material breach of the Agreement.

- M. Ensure that WFHS students, supervisors, employees, and agents will comply fully with EMS privacy practices and procedures and its Notice of Privacy Practices.
 - N. Agree that EMS and WFHS will approve procedures and processes for the handling of students who become injured while participating in the program prior to implementation of this Agreement.
 - O. Agree that parental waivers will be completed prior to commencement of clinical time at EMS.
2. The administration, oversight, and responsibility for ambulance services and patient care at EMS shall be the responsibility of and under the direct control and administration of EMS and in so doing, EMS shall:
- A. Make available to the students certain clinical facilities indicative of the services being provided within the current capabilities and infrastructure available at EMS.
 - B. Cooperate with WFHS departmental faculty in planning and administering a suitable program for the students. Joint meetings between the appropriate administrators of WFHS and the appropriate administration officers of EMS shall be held upon request by either agency.
 - C. Educate and advise EMS personnel on their responsibilities associated with the training and evaluation of the WFHS students assigned during their shifts.
 - D. Extend the opportunity, when applicable, for WFHS instructors to attend appropriate departmental meetings.
 - E. Permit, upon request, the inspection of EMS clinical and related facilities by agencies charged with the responsibility for accreditation of WFHS programs.
 - F. Allow students and instructors to participate in EMS continuing education programs relating to student clinical experiences.
3. WFHS students are being provided the opportunity to learn in a field environment under the auspices of Escambia County EMS, and as such, they shall:
- A. Abide by all rules and regulations mutually agreed upon by WFHS and EMS for governing of the students, as set forth in the County's General Policy Manual and the School Board's rules and regulations.
 - B. Abide by existing policies, rules, and regulations delineated verbally and in writing by EMS administration, shift supervisors, and those directly responsible for their training.

- C. Be responsible for providing their own meals during clinical hours at EMS.
 - D. Be responsible for their own transportation to and from EMS for their clinical hours.
 - E. Follow the appropriate dress code established and mutually agreed upon by EMS and WFHS.
 - F. Wear appropriate name tags or other identifiers at all times during their clinical or field rotations.
 - G. Understand that a breach of patient confidentiality will result in termination from their clinical rotation with EMS.
 - H. Understand that all patient information and records that may be accessible to WFHS students during their clinical rotation at EMS are considered confidential.
4. The parties hereto shall cooperate in periodic and terminal evaluation of this program.
5. This Agreement shall commence on January 4, 2011 and will terminate on January 4, 2012, whereupon it shall be automatically renewed for four (4) successive renewal terms of one (1) year each, unless either party shall give notice of its intent not to renew in writing at least thirty (30) days prior to the termination of the initial term or any renewal term.
- A. The parties reserve the right at any time during the term (including without limitation, at the end of any one (1) year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience").
 - B. Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement.
 - C. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.
6. All notices required by the Agreement to be given by one (1) party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Escambia County School Board: To Escambia County:

School Board Chairman
215 West Garden Street
Pensacola, Florida 32502

County Administrator
Escambia County Government Complex
221 Palafox Place
Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third (3rd) day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party ten (10) days prior notice of the address change.

7. 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, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.
8. 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.
9. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10. This Agreement, including any schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.
11. The failure of either 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 the event of a continuing or subsequent default on the part of a party.
12. Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature which funds this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, or the Escambia County School Board.
13. This Agreement, after being properly executed by both parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document in the office of the Clerk of the Circuit Court upon receipt of the executed Agreement from the Escambia County School Board.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County Commissioners, through its Chairman authorized to execute same by Board action on the _____ day of _____ 2010, and the Escambia County School Board, by and through its Chairman, duly authorized to execute same by School Board action on the 4th day of January, 2011.

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE
ESCAMBIA COUNTY SCHOOL BOARD FOR THE PROVISION OF CERTAIN
EMERGENCY MEDICAL SERVICES STUDENT CLINICAL TRAINING**

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: _____
Date: 1/4/11

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

By: _____
Kevin W. White, Chairman

By: _____
Deputy Clerk
(SEAL)

Date: _____
BCC Approved: _____

**THE ESCAMBIA COUNTY SCHOOL
BOARD**, a school district of the State of
Florida, acting by and through its duly
authorized Escambia County School Board.

ATTEST:

By: [Signature]
Gerald W. Boone, Chairman

By: Malcolm Thomas
Malcolm Thomas, Superintendent

Date: 01/04/2011

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JAN 04 2011
MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR Jan 4, 2011 AGENDA
DEC 18 2010
[Signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service Consent Item #: 4.

County Administrator's Report

Date: 02/17/2011
Issue: CRA Meeting Minutes January 20, 2011
From: Keith Wilkins, REP
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes January 20, 2011- Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board accept, for filing with the Board's Minutes, the January 20, 2011, Community Redevelopment Agency (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

BACKGROUND:

On January 20, 2011 a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Meeting Minutes



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
January 20, 2011
8:45 a.m.

BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Members Present: Commissioner Wilson Robertson, District 1
Commissioner Gene Valentino, District 2, Chair
Commissioner Marie Young, District 3, Vice Chair, **(Absent)**
Commissioner, Grover Robinson, IV, District 4
Commissioner Kevin White, District 5
Charles R. "Randy" Oliver, CPA PE, County Administrator
Alison Rogers, County Attorney

Commissioner Young called the meeting to order at 8:45 a. m. Community & Environment Bureau (CEB) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

- A. Accept, for filing with the Board's Minutes, the November 18, 2010, Community Redevelopment Agency (CRA) meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA;
- B. Ratify the following January 20, 2011, action of the Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), rescinding the following Board action of May 20, 2010, concerning the Commercial Façade Grant Funding and Lien Agreements for the property located at 3885 North Palafox Street:
 - 1. Approve the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Goldstein Enterprises, LLC, owner of commercial property located at 3885 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$4,890, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for the following improvements: Sanitary sewer connection; and
 - 2. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award;

Ratify the following January 20, 2011, action of the Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County CRA concerning the Commercial Façade Grant Funding and Lien Agreements for the property located at 3885 North Palafox Street:

1. Approve the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Goldstein Enterprises, LLC, owner of commercial property located at 3885 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$5,265, representing an in-kind match through the Palafox TIF, Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for sanitary sewer connection; and

2. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award;

- C. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert C. Dyke, owner of residential property located at 434 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$912, for sanitary sewer connection;
- D. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lizzie M. Ross, owner of residential property located at 51 Druid Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$3,248, for the installation of a central heating and air conditioning system;
- E. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Irma D. Speed, owner of residential property located at 532 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$825, for sanitary sewer connection;
- F. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lee Anne Winchester, owner of residential property located at 402 Frisco Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,500, for the installation of a central heating and air conditioning system;
- G. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eric M. and Carol A. Wood, owners of residential property located at 509 Chaseville Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,000, for the installation of a new roof and a central heating & air conditioning system;
- H. Approve the Sign Grant Program Funding Agreement between Escambia County CRA and Peacock's Restaurant & Lounge, Inc., owner of commercial property located at 2323 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, in the amount of \$1,981, for the installation of a new free standing sign; and
- I. Authorize the Chairman to sign the Funding and Lien Agreements, and any related documents.

Motion was made by Commissioner White to move action A through I; Commissioner Robinson seconded the motion. **Motion approved (4-0)** with Commissioner Young absent.

Clara F. Long presented last 3 years CRA's incentives and private sector investments statistical data.

The meeting adjourned at 8:54 a.m.

/v/

H:\NESD\CRA\CRA Board\MINUTES\Jan 20_11.doc



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service Consent Item #: 5.

County Administrator's Report

Date: 02/17/2011
Issue: License with the U.S. Department of the Navy via Naval Air Station Pensacola for Escambia County Area Transit (ECAT) Bus Stop Shelter
From: Larry M. Newsom, Interim Assistant County Adm
Organization: Transportation & Traffic
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a License with the U.S. Department of the Navy Via Naval Air Station Pensacola for Escambia County Area Transit Bus Stop Shelter - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning a License with the U.S. Department of the Navy via Naval Air Station Pensacola, for an Escambia County Area Transit (ECAT) bus stop shelter:

- A. Approve the License for Non Federal Use of Real Property, NAVFAC 11011/29 (6-75), for the location and installation of an ECAT bus stop shelter on Naval Air Station Pensacola; and,
- B. Authorize the Chairman to sign the License without further action of the Board.

BACKGROUND:

ECAT has been proactively pursuing and developing relationships with outside entities to increase visibility and overall ridership. A successful example is the relationship with NAS Pensacola. With new routes established in 2010, the bus shelter has been deemed necessary to further serve ECAT patrons on NAS Pensacola.

BUDGETARY IMPACT:

ECAT will provide the required shelter which has been purchased, and the Navy will installed it in the proper location.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney and the NAS Pensacola Judge Advocate General (JAG) office have collaborated and approved the Agreements as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all such agreements.

IMPLEMENTATION/COORDINATION:

Upon execution of all documents, the bus stop shelter will be installed. ECAT staff will continue to coordinate with NAS Pensacola on matters concerning the Agreements.

Attachments

NAS Bus Shelter Agreement

LICENSE FOR NON FEDERAL USE OF REAL PROPERTY
NAVFAC 11011/29 (6-75) (Supercedes NavDocks 2260)

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY : Naval Air Station Pensacola, Florida
 2. DATES COVERED (Inclusive)
 FROM: 01 FEB 2011 TO : 31 JAN 2012

3. DESCRIPTION OF PROPERTY: Two sites on board NASP are utilized for establishment of Escambia County Area Transit's (ECAT) bus stop shelters. One shelter is located on the front SW area of NATTC Galley, building 3900 and the other on board NASP Corry, NW side of building 3738. See exhibit "A", pages 1&2.

PURPOSE OF LICENSE: The Navy desires to make available to ECAT a portion of its property for the purposes of installing and maintaining two bus stop shelter on board NASP for use by military and ECAT riders on board. Locations are SW of NATTC Galley 3900 and NW of NASP Corry B3738.

5. LICENSOR: UNITED STATES OF AMERICA
 DEPARTMENT OF THE NAVY
 5a. LOCAL REPRESENTATIVE, DEPT. OF THE NAVY OFFICIAL
 NAVFAC SE PWD Pensacola Detachment, Facilities Management Department
 Naval Air Station Pensacola, FL 32508-5217
 6. LICENSEE : Escambia County, Board of County Commissioners
 221 Palafox St
 Pensacola, FL 32502
 6a. LOCAL REPRESENTATIVE
 General Manager, Escambia County Area Transit
 1515 West Fairfield Drive
 Pensacola, FL 32501 850-595-3228, Ext. 214

7. CASH PAYMENT BY LICENSEE (Payable in advance)

a. AMOUNT (Each payment) N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. TO (Title and address of local representative of the Government) N/A
---------------------------------	----------------------------------	--------------------------	----------------------------------------------------------------------------

8. DEPOSIT FOR UTILITES AND SERVICES (Payable in advance)
 (If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (Each deposit) None	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)
----------------------------------	---------------------------	-------------------	-------------------------

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ N/A	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ N/A
b. THIRD PARTY PROPERTY DAMAGE	\$ N/A	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ N/A

10. GENERAL PROVISIONS (See Reverse Side) "Licensee, Escambia County, is a political subdivision of the State of Florida; all liabilities and insurance requirements imposed by this License are waived and canceled pursuant to Chapter 20, Paragraph 17. b., NAVFACINST P-73."

11. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY	Christopher W. Plummer Commanding Officer NAS Pensacola		
LICENSEE	Kevin W. White, Chairman Board of County Commissioners Escambia County, Florida		

If License is a Corporation, Certification of signature is attached

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2. This License may be terminated with or without cause by any party upon thirty (30) days' written notice to the other party. Upon termination, the Navy will remove the Shelter and return it to the County. This License will be renewed at the end of the current term for successive one (1) year terms unless either party terminates the License as provided herein. The Licensee is required to submit, six months in advance of the (1) year expiration date, a formal letter to the Licensor's representative of Item 5a to request renewal of Licensee.

c. The use shall be limited to the purposes specified herein. The Licensee shall use the Property only for the location of a public bus stop shelter (the "Shelter") in connection with ECAT's public transportation service, including use of the Property and Shelter by ECAT patrons awaiting the arrival of buses. The Licensee shall provide to the Navy a kit per shelter for the unassembled Shelters. The Navy shall be responsible, at its expense, to install a concrete pad and assemble the Shelter at the location shown on the attached Exhibit A. Throughout the term of this License, the Shelter shall remain the property of the Licensee.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee and Licensor requirements for Conditions and Maintenance of the Property shall be as follows. The Navy shall be responsible, at its expense, for routine maintenance of the Shelter, such as cleaning and trash collection. The Licensee shall be responsible for all other maintenance, including repair and replacement of the Shelter's structural components. The Licensor shall immediately notify the Licensee upon discovery of any condition associated with the Shelter of any improvements that could cause a hazard or threat to the safety of those members of the public who may use the ECAT public transportation service or the Property and the County shall take immediate action to correct such problems.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this Licensee, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee and Licensor each acknowledge that the other party is a governmental entity, and that neither party may indemnify or insure the other party for claims arising out of that other party's actions. Therefore, each party agrees to provide its own insurance policy (or self-insurance) covering such party's own property and employees in amounts and limits reasonable for such parties.

i. The Licensee shall not sell, rent, or otherwise allow any advertising to be placed on the Shelter without the express written consent of the Licensor.

j. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefits.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

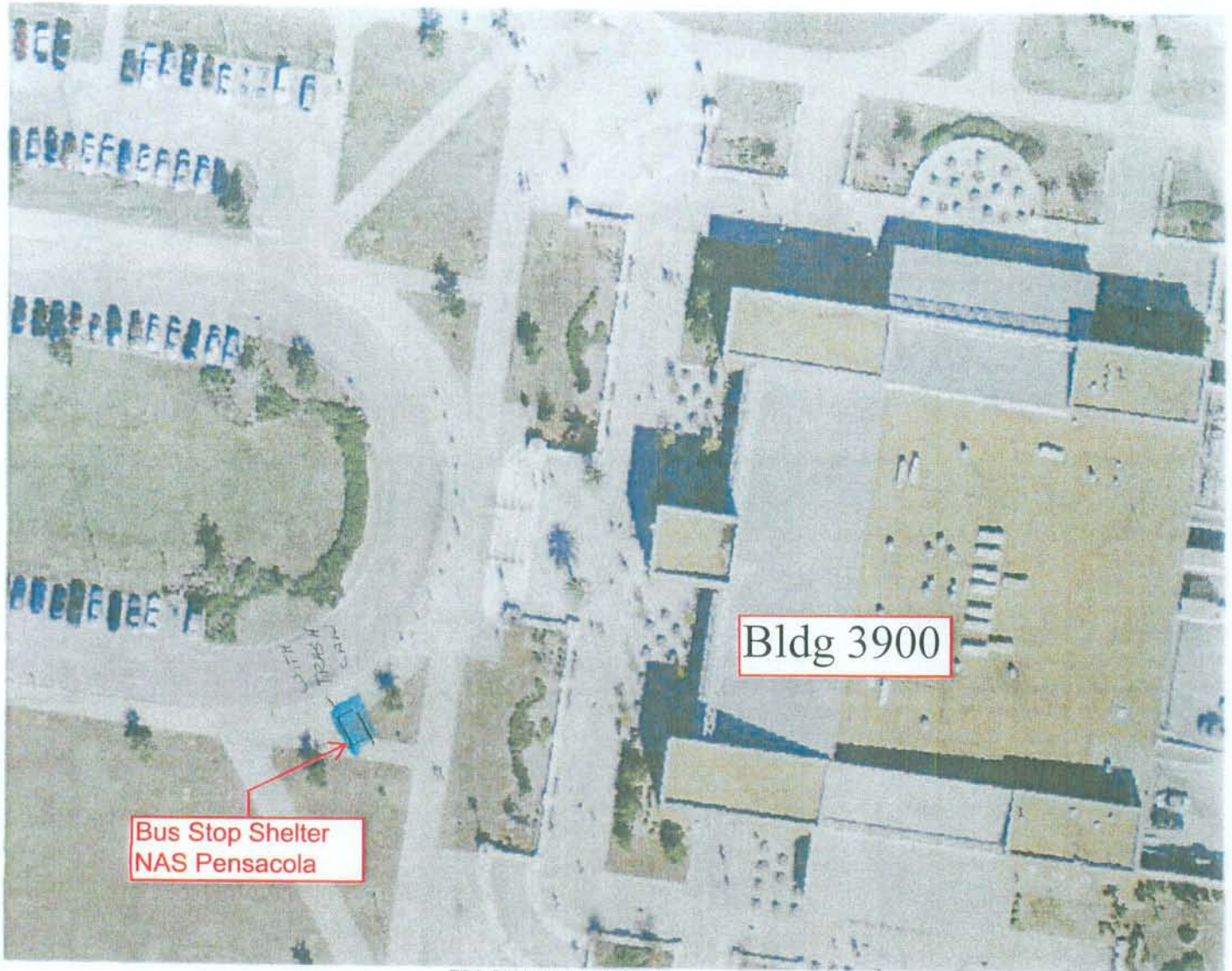
m. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

n. The captions, headings, and paragraphs titles in this Agreement are for reference only and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

o. Venue of any legal proceeding arising out of this License shall be in a court of competent jurisdiction in Escambia County, Florida.

p. This License shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

q. Attached hereto as Attachment 1 and used as amplification is the parties' Special Provision. If there is a disagreement between the Special Provision and the License, the License prevails.



PRIMARY SPOT



PRIMARY SPOT

SPECIAL PROVISION

THIS SPECIAL PROVISION (the "Special Provision") is made and entered into this day, by and between THE UNITED STATES DEPARTMENT OF THE NAVY (hereinafter "Navy"), acting by and through its lawful instrumentality, Naval Air Station, Pensacola, Florida (hereinafter "NAS Pensacola"), whose address is 190 Radford Boulevard, Building 624, Pensacola, Florida 32508, and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (the "County").

WITNESSETH:

WHEREAS, the County provides a public transportation service in Escambia County, Florida, more commonly known as the Escambia County Area Transit ("ECAT"); and

WHEREAS, the Navy desires to make available to ECAT a portion of its property for the purposes of installing and maintaining a bus stop shelter; and

WHEREAS, the Navy and the County wish to enter into this Special Provision to confirm their respective rights and obligations.

NOW THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property. If there are any inconsistencies between this Special Provision and the License, the terms of the License shall take precedence and be complied with.

2. Term. The term of this Special Provision shall be for one (1) year, commencing on the date that the last party executes this Special Provision. This Special Provision will automatically renew at the end of the current term for successive one (1) year terms unless either party terminates the Special Provision as provided herein.

3. Use of the Property. The County shall use the Property only for the location of a public bus stop shelter (the "Shelter") in connection with ECAT's public transportation service, including use of the Property and Shelter by ECAT patrons awaiting the arrival of buses. The County shall provide to the Navy a kit for the unassembled Shelter. The Navy shall be responsible, at its expense, to install a concrete pad and assemble the

Shelter at the location shown on the attached Exhibit A. Throughout the term of this Special Provision, the Shelter shall remain the property of the County.

4. Condition and Maintenance of the Property. The Navy shall be responsible, at its expense, for routine maintenance of the Shelter, such as cleaning and trash collection. The County shall be responsible for all other maintenance, including repair and replacement of the Shelter's structural components. The Navy shall immediately *notify* the County upon discovery of any condition associated with the Shelter of any improvements that could cause a hazard or threat to the safety of those members of the public who may use the ECAT public transportation service or the Property and the County shall take immediate action to correct such problems.

5. Insurance. The parties each acknowledge that the other party is a governmental entity, and that neither party may indemnify or insure the other party for claims arising out of that other party's actions. Therefore, each party agrees to provide its own insurance policy (or self-insurance) covering such party's own property and employees in amounts and limits reasonable for such parties.

6. Termination. This Special Provision may be terminated for cause or convenience by any party upon thirty (30) days' written notice to the other party. Upon termination, the Navy will remove the Shelter and return it to the County.

7. Notices. Notices to the parties of this Special Provision will be addressed, mailed, or delivered to the following:

TO COUNTY:

General Manager
Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, FL 32501
850-595-3228, Ext. 214
850-595-3222 (Fax)

TO THE NAVY:

Commanding Officer, NAS Pensacola
Attention: Office of the Navy Judge Advocate General
190 Radford Boulevard, Building 624
Pensacola, FL 32508

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice to the other as specified above.

8. Compliance with Laws. The County agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property.

9. Entire Agreement. This Special Provision contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the use of the Property. This Special Provision may be modified only by an amendment in writing, dated and signed by each party after the date of this Special Provision.

10. Miscellaneous. The captions, headings, and paragraphs titles in this Special Provision are for reference only and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Special Provision.

If any term, provision, covenant, or condition of this Special Provision or the application thereof to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Special Provision or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Special Provision shall be valid and enforceable to the fullest extent permitted by law.

This Special Provision shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Special Provision shall be in a court of competent jurisdiction in Escambia County, Florida.

This Special Provision shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

Each of the persons executing this Special Provision warrant that they have the authority necessary to bind each of the parties to the terms and conditions described in this Special Provision.

This Special Provision shall have no effect until the corresponding license is issued by Navy.

IN WITNESS WHEREOF, the Navy and the County have caused this Special Provision to be executed by their duly authorized representative as of the day and year indicated.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
~~Grover C. Robinson, W. Chairman~~
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____
Date Executed: _____

This document approved as to form
and legal sufficiency.

By: SB West
Title: Asst. County Attorney
Date: Jan 26, 2011

**UNITED STATES DEPARTMENT OF THE
NAVY**

By: _____
C. W. PLUMMER
Captain, U.S. Navy
Commanding Officer
NAS Pensacola
Pensacola, Florida



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 02/17/2011
Issue: Tax Deed Applications for Property over \$5,000
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Over \$5,000 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Application List (as provided) for 335 tax deeds for parcels over \$5,000. The Tax Deed Application process fees total per parcel is \$615. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel).

[Funding: Fund 001, General Fund, Cost Center 110201]

BACKGROUND:

Florida Statute 197.502(3) provides that the County where the lands described in the certificate are located shall make application for deed on all certificates on property valued at \$5,000 or more on the Property Appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the Property Appraiser's roll. The Tax Deed Application process fees total \$615 per parcel (Tax Collector; title search and application fees of \$225, and Clerk of the Circuit Court; advertisement, sheriff, and clerk fees of \$390).

In addition to all other required notices, these properties received a first class notice by mail from the Management and Budget Services Bureau to notify them that a tax deed would be issued on their property if payment were not made.

BUDGETARY IMPACT:

The total cost for these tax deed applications is \$206,025. Funds are available in General Fund (001), 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court's Office.

Attachments

Tax Deed Application List

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
02-0304-000	111S30-1101-003-090	QUINN MADELINE MARIE
02-0313-155	111S30-1101-015-090	DAVIS JAMES T & KATHLEEN L
02-0635-500	111S30-1901-003-030	SWAIN GEORGE T &
02-0909-000	111S30-1901-006-080	RAWLS LUCILLE B EST OF
02-1316-000	121S30-5101-000-002	KNIGHT WILLIE VAUGHN
02-1333-000	121S30-5209-000-000	WILMER HATTIE
02-1387-000	121S30-5409-000-012	BALDWIN LILLIE BELL
02-1405-000	121S30-5409-000-030	BROWN SAMUEL E & HATTIE D
02-1420-065	121S30-6104-007-002	GREEN WILLIE J
02-1422-000	121S30-6105-000-000	MITCHELL MARY M
02-1430-000	121S30-6106-000-018	SCOTT ANNIE B EST OF
02-1649-100	131S30-1000-000-019	GOODEN DARRELL DEVELOPMENT
02-3589-100	211S30-2101-010-006	WINGATE PAUL F EST OF
02-3626-000	211S30-2101-010-015	STROTHER MICHAEL T & MARY
02-3706-235	211S30-2103-210-003	HARDY HOWARD L III &
02-3706-257	211S30-2103-250-003	HARTLEY WILLIAM & DIANE
03-0059-000	221S30-2300-000-020	LAWYERS TITLE INS CORP
03-0519-506	231S30-1900-000-003	MACK ROBERT & JANE
03-0728-000	231S30-2500-003-006	WOODYARD JOHN B
03-0763-150	231S30-3500-010-001	BOGGAN LAMBERT J & SANDRA D
03-0763-240	231S30-3500-027-001	CREEL W T & LAVADA
03-0800-000	231S30-4401-000-016	ESCAMBIA COUNTY COMMUNITY
03-0889-800	241S30-1600-032-004	BETTS EARNEST U &
03-0963-000	261S30-2101-001-040	CROOM NEAL SR 2/7 & CROOM
03-1003-543	261S30-3101-001-024	VOLUSIA WHOLESALE LAND &
03-1199-000	261S30-5104-000-000	JONES GLORIA D
03-1260-000	261S30-6101-026-004	GONZALEZ AMANDA
03-1443-500	271S30-1203-000-045	SPICER ADAM P
03-1686-560	271S30-3101-014-035	WOS PROPERTIES LLC
04-0476-529	351S30-7113-007-002	WATERS EDDIE L JR
04-0480-001	351S30-7113-001-005	CHURCH JESUS SUPERNATURAL
04-0558-000	351S30-7229-000-001	COLEMAN WILLIAM O 3/18 COLE
04-1897-100	441S30-2002-001-011	EVANS JOYCE
04-2010-005	451S30-3000-001-065	PANHANDLE ELECTRIC SALES &
05-0177-000	032S30-2000-010-016	HUGHES ULYSSES & BARBARA P
05-0747-000	042S30-5003-000-000	SFK STEEL & SUPPLY CO INC
05-0788-000	042S30-6001-018-002	WILLIAMS ANNIE BELL EST OF
05-0809-000	042S30-6001-035-003	HAYWOOD WALLACE
05-0843-000	042S30-6001-029-005	COLLINS RICHARD
05-0902-000	042S30-6001-002-008	GREEN ROSIE LEE LIFE EST &
05-0998-000	042S30-6001-029-013	DEXTER JULE & MAGNOLIA
05-1343-000	042S30-6003-006-005	BANKS E
05-1428-000	042S30-7001-004-005	HARRIS CORA MAE &
05-1882-000	082S30-5003-000-001	ROBINSON DAVID R & SELINA A
05-2200-196	092S30-0550-000-048	JANSSEN ALLEN L & BRENDA
05-2886-000	092S30-1300-012-001	HARRIS ELIZABETH EST OF
05-4436-000	142S30-7000-000-015	MEDINA ANGELITO & HERMINIA
06-0018-070	162S30-1001-134-002	BASCOM LESLIE R & MARION C
06-1017-000	172S30-1000-013-022	PATCHES I INC TRUSTEE
06-1119-500	172S30-1200-090-003	GAINNEY DEBRA V
06-1136-050	172S30-1200-002-005	BANK OF NEW YORK TRUSTEE
06-1251-500	172S30-1300-050-018	CALVIN DOUGLAS D
06-1319-000	172S30-1300-009-031	WILLIAMS CLANFORD SR
06-1320-100	172S30-1300-012-031	BOMSTEIN BRIAN E &
06-1324-000	172S30-1300-001-033	HARRIS ANTHONY J &
06-1344-000	172S30-1300-170-035	RIVERS SAMUEL M
06-1359-000	172S30-1300-017-037	WHITT JUANITA

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
06-1360-000	172S30-1300-019-037	WHITT JUANITA
06-1473-000	172S30-1300-011-053	HELTON BOBBY C
06-1482-000	172S30-1300-016-055	WARREN DAVID L
06-1517-000	172S30-1400-009-062	KEHOE JAMES
06-1517-100	172S30-1400-010-062	KEHOE JAMES
06-1575-000	172S30-1400-011-069	SNOW JESSIE MAE
06-1671-000	172S30-1400-004-083	TURNER GEORGIANA
06-1827-500	172S30-1401-021-007	SCOTT JAMES C & MARY E
06-1858-100	172S30-1402-013-012	MCDONALD ROBERT M
06-1941-000	172S30-1500-006-004	SPIRES FRANCES
06-1959-000	172S30-1500-007-007	BARRETT JOSEPH C
06-2114-000	172S30-1500-019-026	WATSON CURTIS L
06-2218-000	172S30-1600-830-083	BRADLEY BAMA EST OF
06-2275-000	172S30-1600-141-140	BEATY RAYMOND H
06-2325-000	172S30-5008-000-001	SPIRES FRANCES
06-2342-000	172S30-5009-000-027	JOHNSON JIMMIE LEE
06-2389-000	172S30-5009-023-041	WEBSTER EDDIE
06-2406-000	172S30-5009-000-064	RIVERS JOHN EST OF
06-2804-000	182S30-6000-002-035	LEWIS BROS AUTO COLLISION &
06-2867-500	182S30-6000-140-041	ESCAMBIA COUNTY COMMUNITY
06-2893-000	182S30-6000-190-043	REASE WILLIE MOSES JR
06-2971-000	182S30-6000-030-057	KING NORMA JEAN
06-3057-000	302S30-1001-012-014	CURRY WILLIE J &
06-3209-000	312S30-2000-190-001	GREENE DON
06-3673-000	332S30-1300-006-012	SWEARINGEN JOHN C 1/2 INT &
06-3755-000	332S30-1300-150-021	OWEN RICHARD W
06-3765-000	332S30-1300-016-022	BLANTON SANDY
06-4000-000	332S30-3300-060-265	MIDDLETON DORIS U
06-4006-100	332S30-3300-092-265	POWERS VICTORIA ANN
06-4094-000	332S30-3301-005-274	ARD JAMES T &
06-4306-500	332S30-4000-013-242	BERTSINGER RODERICK & BAY
06-4354-000	332S30-4000-002-252	STRAUB JOHN R TRUSTEE
07-0670-000	342S30-0460-024-046	BONIFAY JOE A & ALICE
07-0729-000	342S30-0590-034-059	SIMMONS JAMES M
07-0787-000	342S30-0660-000-021	SOULES NORMA L
07-0833-000	342S30-0820-000-050	GRIERSON JOHN &
07-0979-200	342S30-0850-001-002	LASTER CATHY E
07-0989-000	342S30-0860-050-001	WINSLETT DEBORAH LEE
07-1148-000	342S30-0920-000-020	MCINTOSH TEMIKA M
07-1337-000	342S30-0990-004-099	OWEN RICHARD W & SHANNON R
07-1619-000	342S30-1150-011-003	ROGERS ALFRED & PATRICIA A
07-2840-410	352S30-5401-000-040	OWEN RICHARD W
07-4108-720	372S30-3400-012-002	SIMMONS FRANCIS T III &
07-4108-730	372S30-3400-014-002	WILLIAMS HOWARD
08-0051-000	502S30-4010-000-006	TOLBERT JOAN S
08-0957-000	502S30-5020-025-006	HARDY ANNIE L
08-1008-000	502S30-5040-001-004	JOHNSON FRANCES &
08-1010-000	502S30-5040-003-004	DUKES EDWARD EST OF
08-1479-000	512S30-6000-000-008	RUTLEDGE CREOLA
08-1749-000	502S30-6061-080-002	REED DONALD & CHINA PEARL
08-1763-000	502S30-6062-010-001	TOLBERT WILLIE LEE EST OF
08-1839-000	502S30-6070-120-004	LOTT JAKE SR
08-3085-000	512S30-7061-014-018	STEPP CHRISTOPHER B &
08-4039-000	592S30-1000-010-017	HARDIN MARY L
08-4310-000	592S30-2500-000-008	SPERRY DAVID A
08-4369-000	592S30-2700-002-038	MCGINNIS MALVINA FOUNTAIN
09-0236-618	031S31-1000-000-007	WHIT J T INC

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
09-0237-250	031S31-1101-000-005	WHIT J T INC
09-0332-670	071S31-3301-000-011	SPENCER WILLIAM E
09-0526-012	121S31-1100-020-008	GREEN ANTHONY J &
09-0619-000	131S31-1100-001-040	RIEDLINGER THOMAS
09-0706-508	141S31-1102-003-001	HALL JUNE &
09-0836-010	181S31-1109-000-001	SUERO HEMOGENES
09-1574-750	261S31-1130-000-008	BEAL JAMES L SR & SANDRA
09-1657-600	261S31-4406-000-007	THOMAS THEARTHUR & MAGGIE L
09-1763-000	381S31-3302-000-000	CHURCH BELLVIEW METHODIST
09-1845-500	391S31-2500-000-000	EXECUTIVE PROPERTIES OF
09-1871-610	391S31-3108-001-001	LACINA VIRGINIA K LIFE EST
09-2012-112	401S31-1000-001-021	WILLIAMS JAMES T
09-2642-000	012S31-4301-001-002	MILLS PATRICIA A
09-2926-000	082S31-1006-000-000	KELSON JAMES E II
09-3327-000	112S31-2110-000-000	WEATHERWOOD WEST PHASE II
09-3512-000	112S31-3103-002-001	STANBACK RICHARD L & ETTA V
09-3956-100	172S31-2000-000-001	LUKKAR JEANNIE MCGILL
09-3956-470	172S31-2000-006-001	MCGILL MARC W
09-3973-834	182S31-1101-000-002	VICTORIA V LLC
09-3973-860	182S31-1102-001-001	WRIGHT CARRIE EST OF
09-4000-750	192S31-1102-021-001	REGISTER R DALE & DEBORAH C
09-4006-000	192S31-1107-000-000	REGISTER R DALE
09-4047-300	192S31-3201-000-003	RHANEY ANTHONY & DAWN
09-4047-600	192S31-3201-003-003	STAFFORD RAYMOND D & MARY N
09-4070-110	192S31-4209-003-002	BRADLEY WILLIE D
09-4515-500	202S31-2143-000-007	MY PENSACOLA HOMES INC
09-4545-353	212S31-6200-001-001	RANDALL HENRY W LIFE EST &
09-4545-367	212S31-6200-008-001	RANDALL HENRY W LIFE EST &
09-4548-353	222S31-1401-001-004	KANAN AMY J
09-4656-175	272S31-1100-002-002	PANHANDLE LAND CONSERVANCY
09-4681-000	292S31-2201-000-000	MOUCHERON THEODORE SR AS
09-5015-268	332S31-2400-016-003	TSB BAYOU GRANDE LLC
09-5015-304	332S31-2400-005-004	TSB BAYOU GRANDE LLC
10-0087-000	352S31-1000-005-013	MCELHENNY RACHEL A
10-0721-400	352S31-1000-009-096	POLLEY MARVIN D EST OF
10-1315-730	362S31-1004-000-011	TURBERVILLE AUSTIN W
10-1341-500	362S31-1009-000-001	GRAY ETTA &
10-1348-500	362S31-1010-000-005	COOK BYRON M
10-1563-250	372S31-2000-000-004	PAFFORD MARVIN C
10-1563-337	372S31-2000-003-008	OWEN RICHARD W
10-2728-650	022S32-6000-091-004	HELMS JAMES K
10-3001-599	083S32-1300-000-000	PERDIDO BAY PARTNERSHIP
10-3306-000	123S32-2000-029-010	HALL CECIL R & CAROLYN F
10-4609-220	353S32-1105-001-002	CRONIN CHARLES
11-0351-100	201N30-1101-000-001	CLASSIC HOMEBUILDERS INC
11-0533-000	201N30-4202-000-000	JOHNSON J C
11-1163-000	045N30-5004-000-000	BRECKENRIDGE GEORGE F &
11-1346-000	055N30-3321-000-000	NEAL REBECCA R
11-1523-000	065N30-2204-000-000	MITCHELL BETTYE ANN
11-1571-000	065N30-3410-000-006	HUFF JEROME
11-1960-000	085N30-3236-000-000	WALKER JOHN
11-2264-000	326N30-4211-002-001	CEPHUS ERA ESTATE OF
11-2602-377	081N31-4202-002-005	GUY AMY J JOHNSON
11-2711-110	091N31-1000-233-004	BAGGETT GLORIA G
11-2909-000	101N31-4101-051-002	STROTHER CYNTHIA RENEE
11-3006-000	101N31-4101-071-005	WILLIAMS RUTH J EST OF
11-3479-395	141N31-6000-077-013	WALKER JANINE RICHEY

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
11-3517-000	141N31-6000-010-019	MORRISON TERRY B & CATHERYN
11-3933-000	161N31-1000-040-020	KIRKLAND MARY LUCILLE
11-3935-000	161N31-1000-060-020	MOORER DAVID & DOROTHY
11-4006-000	161N31-2125-000-000	ADAMS LOUIS EST OF
11-4115-000	181N31-2402-000-000	BIRDSONG MELODY G
11-4122-100	181N31-2410-000-000	MCDONALD CHRISTOPHER W
11-4159-025	191N31-3203-000-001	GODWIN TIM &
11-4358-000	281N31-1401-000-004	CASTLEBERRY NOMA FAY &
11-4426-502	331N31-3301-003-001	WILLIS RICHARD L II &
11-4550-165	381N31-2402-003-001	GRAHAM CHRISTOPHER M 1/2 &
12-0078-100	032N31-3000-009-008	KENNEDY JAMES A & FELISA
12-0189-205	082N31-2301-001-002	FILLINGIM RODNEY E
12-0238-200	102N31-2401-002-001	OLDAKER TERESA ANN &
12-0309-315	142N31-4006-000-005	AMERSON SHIRLENE
12-0309-320	142N31-4006-000-006	KELKER IRMA DEAN
12-0309-340	142N31-4006-000-010	KINN PAULINE
12-0407-000	222N31-4301-000-000	CARRINGTON DEVELOPMENT
12-0578-500	342N31-1401-000-006	BROWN DONICE & JOSEPHINE
12-0605-445	342N31-4401-000-014	TUCKER TONY C JR &
12-0812-000	402N31-1000-001-012	MACK ESTEL SIMMONS EST OF
12-1270-070	344N31-2001-002-001	WILSON DARRELL E
12-1334-000	404N31-1000-003-043	GREENWELL THOMAS & DOROTHY
12-1370-500	434N31-1002-000-003	BLACKMAN SHELBY D &
12-1418-010	025N31-4301-000-001	DORAN JERRY L &
12-1725-000	185N31-3401-000-000	MELVIN RANDALL F
12-2127-050	366N31-4406-000-000	SMITH MERVIN R 1/4
12-2525-000	054N32-3103-000-001	HALL ROBERT L & HELEN J
12-2871-000	085N32-4101-000-000	BAKER LLOYD &
12-3226-000	305N32-1337-000-000	GUNN WILLIAM M & TRACEY L
12-3533-360	024N33-4101-000-008	RICHARDSON LENA MAE
12-4101-100	356N33-5003-001-001	CARAWAY KENNETH W &
13-1594-000	000S00-9010-110-071	ALLEN FRED L
13-1595-000	000S00-9010-112-071	ALLEN FRED L
13-1726-000	000S00-9010-023-079	PATCHES I INC TRUSTEE
13-1731-000	000S00-9010-010-080	SHARAWAY HUSSEIN S & ANNE B
13-1736-000	000S00-9010-060-080	HINES MARIE M 98/196
13-1737-000	000S00-9010-070-080	BROWN ESMA EST OF &
13-1739-000	000S00-9010-090-080	SHARAWAY HUSSEIN S & ANNE B
13-1783-000	000S00-9010-027-082	LANG GERALD A
13-1899-500	000S00-9010-230-087	RUSS GUSSIE
13-2080-000	000S00-9010-006-116	MONTGOMERY SKIPPY D
13-2193-000	000S00-9010-016-133	HOWARD ETHEL &
13-2217-500	000S00-9010-240-134	RIVERS DAVID & JOEREATHA
13-2223-500	000S00-9010-030-135	RIVERS DAVID & JOEREATHA
13-2224-500	000S00-9010-040-135	DENSON CHRISTINE RIVERS
13-2226-500	000S00-9010-070-135	BURNETTE LUCRECIA
13-2259-500	000S00-9010-250-138	WILLIAMS JOHNNIE ESTATE OF
13-2276-000	000S00-9010-021-139	LONGMIRE GLADYS M
13-2283-500	000S00-9010-006-140	BROWN WINSTEL
13-2284-000	000S00-9010-008-140	BROWN WINSTEL
13-2293-500	000S00-9010-110-142	JACKSON EUGENE
13-2304-500	000S00-9010-300-142	LEE WILLIE F
13-2312-000	000S00-9010-012-143	WOODS ROBERTA EST OF
13-2884-100	000S00-9020-225-024	LEWIS JOHNNIE JR
13-2906-000	000S00-9020-110-026	LOUIS MYRTICE
13-2947-000	000S00-9020-009-029	HUGGINS SCOTT B
13-3065-000	000S00-9020-110-037	PATCHES I INC TRUSTEE

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
13-3077-000	000S00-9020-213-037	BEATY RAYMOND H
13-3111-000	000S00-9020-007-040	SHARAWAY HUSSEIN S & ANNE B
13-3144-000	000S00-9020-022-041	PAYNE WILLIAM JR EST OF
13-3150-000	000S00-9020-007-042	DAVISBOWERS JEAN
13-3227-000	000S00-9020-040-048	KNIGHT WESLEY
13-3264-000	000S00-9020-030-051	Confidential Per FL Statute
13-3278-000	000S00-9020-021-052	BRYE FRANK SR EST OF
13-3350-000	000S00-9020-040-058	SHARAWAY HUSSEIN S & ANNE B
13-3421-500	000S00-9020-010-066	MARONEY JOYCE M
13-3496-000	000S00-9020-011-078	HOGAN ELIZABETH EST OF
13-3554-000	000S00-9020-190-084	WILLIAMS MARY L EST OF
13-3610-000	000S00-9020-050-090	SCOTT CLEVELAND U
13-3627-000	000S00-9020-021-092	BEATY RAYMOND H
13-3648-000	000S00-9020-014-094	SORIANO NEIL
13-3677-000	000S00-9020-150-097	FOUNTAIN JEFFERY A
13-3726-000	000S00-9020-014-100	BUCHANAN THELMA E EST OF
13-4017-000	000S00-9020-140-119	HICKS WILLA M &
13-4067-100	000S00-9020-010-122	JEFFERSON DOROTHY
13-4486-000	000S00-9020-002-147	CAPE INVESTMENT GROUP INC
14-0316-000	000S00-9025-014-059	BLACKMON LEON &
14-0805-000	000S00-9025-008-109	SEWELL JOANN TRUSTEE
14-1189-500	000S00-9025-005-147	FOY EDWIN
14-1282-000	000S00-9025-006-158	SHEARS EVELYN LIKELY &
14-2879-000	000S00-9025-007-341	BRADLEY IRA & LULA MAE
14-3153-000	000S00-9025-014-373	FOUNTAIN DAVID L
14-4147-000	000S00-9050-014-070	RDLS DEVELOPMENT INC
14-4160-000	000S00-9050-016-072	STOKES KENNETH
15-0005-000	000S00-9060-013-001	SMITH GRACIE LIFE EST
15-0053-500	000S00-9060-000-004	JACKSON OZELL R EST OF
15-0054-200	000S00-9060-002-004	SOHAIL ENTERPRISES INC
15-0060-000	000S00-9060-010-004	BEATY RAYMOND H
15-0068-000	000S00-9060-020-004	MCDOWELL CHARLES
15-0073-000	000S00-9060-026-004	BEATY RAYMOND H
15-0100-000	000S00-9060-010-008	CLINTON COLUMBUS
15-0106-000	000S00-9060-020-008	SWEARINGEN JOHN C & SHELLEY
15-0131-000	000S00-9060-110-012	ROYSTER KENNETH V JR
15-0133-000	000S00-9060-130-012	RIVERS SAMUEL M
15-0138-000	000S00-9060-180-012	BRASWELL FRED II & VERONICA
15-0177-000	000S00-9060-120-017	EAST WILLIE G
15-0178-000	000S00-9060-130-017	ROBERTS FRANK EST OF
15-0182-000	000S00-9060-180-017	JOHNSON LUCILLE &
15-0186-000	000S00-9060-184-017	SHARAWAY HUSSEIN S & ANNE B
15-0202-000	000S00-9060-190-018	RICH TOM
15-0203-000	000S00-9060-200-018	KELSON JAMES E II
15-0241-000	000S00-9060-182-020	GAILLARD ROSA MAE
15-0271-000	000S00-9060-140-022	BAKER ROSA BELL EST OF
15-0285-000	000S00-9060-005-023	BEATY RAYMOND H
15-0334-000	000S00-9060-001-027	JUILAN MARK H
15-0335-000	000S00-9060-002-027	JULIAN MARK H
15-0336-000	000S00-9060-003-027	DORTCH NATHAN
15-0359-000	000S00-9060-014-028	WATSON NASHWAN K
15-0385-000	000S00-9060-001-031	DES PROPERTIES LLC
15-0395-000	000S00-9060-019-031	WHITE ETHEL EST OF &
15-0419-000	000S00-9060-160-033	NUGENT MARY VIRGINIA &
15-0421-000	000S00-9060-200-033	JOHNSON JIMMIE
15-0429-000	000S00-9060-011-034	PITTS ELENA D
15-0460-000	000S00-9060-018-036	GAMBLE TIMOTHY &

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
15-0461-000	000S00-9060-020-036	HALE TRACY &
15-0484-000	000S00-9060-023-038	BROWN H J ESTATE OF
15-0550-000	000S00-9060-160-044	PATCHES I INC TRUSTEE
15-0551-000	000S00-9060-170-044	KELSON JAMES E II
15-0562-000	000S00-9060-007-045	BEATY RAYMOND H
15-0564-000	000S00-9060-010-045	CUSHON HAGAR M EST OF
15-0574-000	000S00-9060-060-046	BROWN WINSTEL
15-0619-000	000S00-9060-012-051	DALE JOHN L &
15-0646-000	000S00-9060-014-053	PATCHES I INC TRUSTEE
15-0699-000	000S00-9060-050-059	WIGGINS EVELYN MCMILLAN EST
15-0733-000	000S00-9060-012-063	WILLIAMS FRED &
15-0740-000	000S00-9060-072-063	BOOKER LEILIA
15-0769-000	000S00-9060-015-065	JOHNSON LAMAR K EST OF &
15-0775-000	000S00-9060-010-068	HAYES LONNIE J
15-0780-000	000S00-9060-110-068	BEATY RAYMOND H
15-0783-000	000S00-9060-122-068	BALLOU MICHAEL
15-0784-100	000S00-9060-150-068	SHARAWAY HUSSEIN S & ANNE B
15-0787-000	000S00-9060-001-069	HAMLER JACQUELYN J 3/96 INT
15-0814-000	000S00-9060-010-072	PATCHES I INC TRUSTEE
15-0826-000	000S00-9060-200-072	COMMUNITY PROPERTY
15-0859-000	000S00-9060-191-077	SHARAWAY HUSSEIN S & ANNE B
15-0898-000	000S00-9060-003-085	JACKSON CLARD
15-0906-000	000S00-9060-024-085	PIERCE JIMMIE EST OF
15-0976-000	000S00-9060-012-093	MCINTIRE LAWRENCE & BERNICE
15-0989-000	000S00-9060-013-094	CARRUTHERS DONNA M 1/2 INT
15-0998-000	000S00-9060-016-095	PATCHES I INC TRUSTEE
15-1028-000	000S00-9060-007-104	RDLS DEVELOPMENT INC
15-1040-000	000S00-9060-015-106	ROBINSON SAMUEL & RUTH
15-1080-000	000S00-9060-200-109	RIEDLINGER THOMAS
15-1094-100	000S00-9060-140-112	HALL WILLIE & ELNORA
15-1222-750	000S00-9060-091-127	BEATY RAYMOND & ELLEN M
15-1227-500	000S00-9060-190-127	DEAS ANNIE P
15-1259-800	000S00-9060-160-132	ROBINSON A T ESTATE OF
15-1486-000	000S00-9060-018-169	TOWNSEND JULIA J
15-1503-000	000S00-9060-030-173	BIRCH GLADE DEVELOPMENT CO
15-1536-500	000S00-9060-013-180	KUTOSI DAVID M
15-1812-000	000S00-9060-004-219	IKNER THOMAS J
15-1853-000	000S00-9060-017-225	COOK CLINTON E
15-1860-100	000S00-9060-050-226	BEATY RAYMOND & ELLEN M
15-2091-000	000S00-9070-090-037	Confidential Per FL Statute
15-2862-000	000S00-9080-003-053	SMITH DOROTHY CAMPBELL
15-3048-500	000S00-9080-021-078	BANKS BETTY MAE
15-3053-000	000S00-9080-008-080	TAYLOR WILLIE F & ISOLENE
15-3204-000	000S00-9080-080-100	CONTAINER AMERICA INC
15-3242-000	000S00-9080-017-103	SAVAGE LEROY
15-3318-000	000S00-9080-080-111	KING MARGARETTE ESTATE OF
15-3425-000	000S00-9080-016-120	MOORER ELLA MAE JOHNSON
15-3502-100	000S00-9080-002-134	ACADIAN AUTO & A/C INC
15-3628-000	000S00-9080-001-163	PENSACOLA CREOSOTING CO
15-3629-000	000S00-9080-001-164	AMERICAN CREOSOTE WORKS



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 2.

County Administrator's Report

Date: 02/17/2011
Issue: Surplus and Sale of Real Property
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located in the 2900 Block of Old Chemstrand Road - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the surplus and sale of real property, located in the 2900 Block of Old Chemstrand Road:

- A. Declare surplus the Board's real property, Account Number 11-0139-000, Reference Number 14-1N-30-1000-014-014;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,420, in accordance with Section 46.134 of the Escambia County Code of Ordinances or make a factual determination, in accordance with Section 46-131, Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and
- C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through escheatment in January 2011. The Property Appraiser's 2010 Certified Roll Assessment value is \$3,420. 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

Attachments

2900 Old Chemstrand Rd backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	141N301000014014
Account:	110139000
Owners:	CAPE INVESTMENT GROUP INC
Mail:	PO BOX 60275 FORT MYERS, FL 33906
Situs:	2900 OLD CHEMSTRAND RD BLK 32533
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$0
Land:	\$3,420
Total:	\$3,420
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/2006	6055	1248	\$100	WD	View Instr
09/2005	5876	1205	\$1,700	WD	View Instr
08/1985	2107	205	\$10,000	CJ	View Instr
08/1981	1568	271	\$100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
Legal Description	<input type="text"/>
THAT PART OF LT 14 LYING N OF A LI DRAWN 30 FT S OF NW COR OF LT 15 W TO H/W...	
Extra Features	<input type="text"/>
None	

Parcel Information

[Restore Map](#)

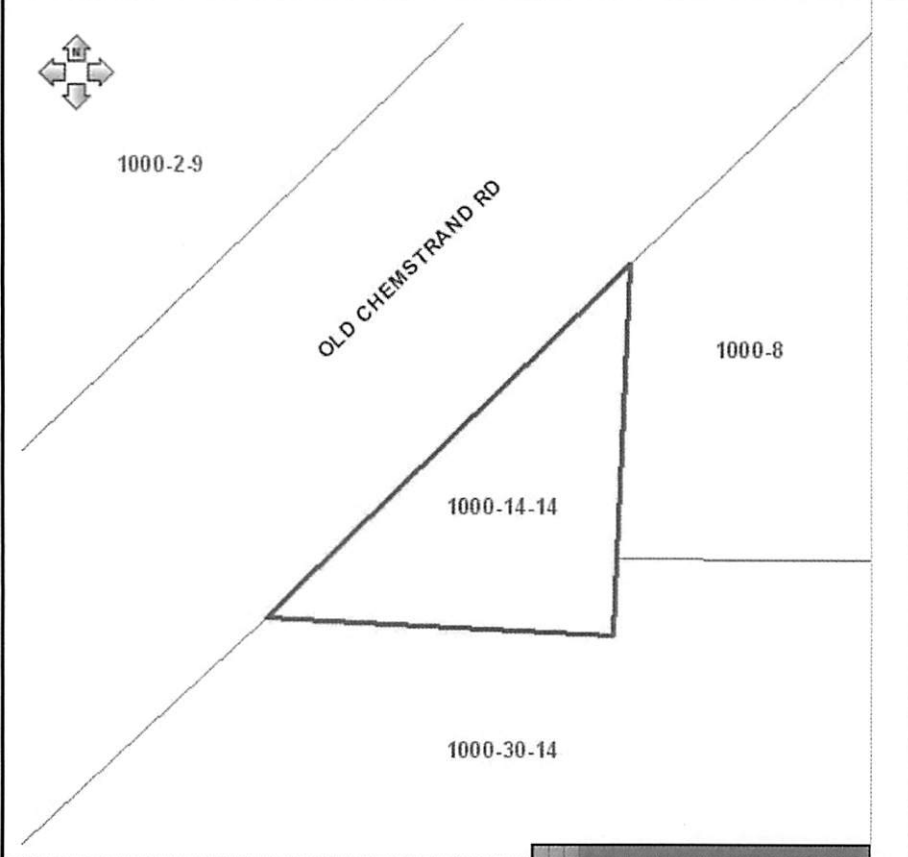
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
14-1N-30

Approx. Acreage:
0.0600

Zoned:
VM-2



Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
141N301000014014 - Full Legal Description

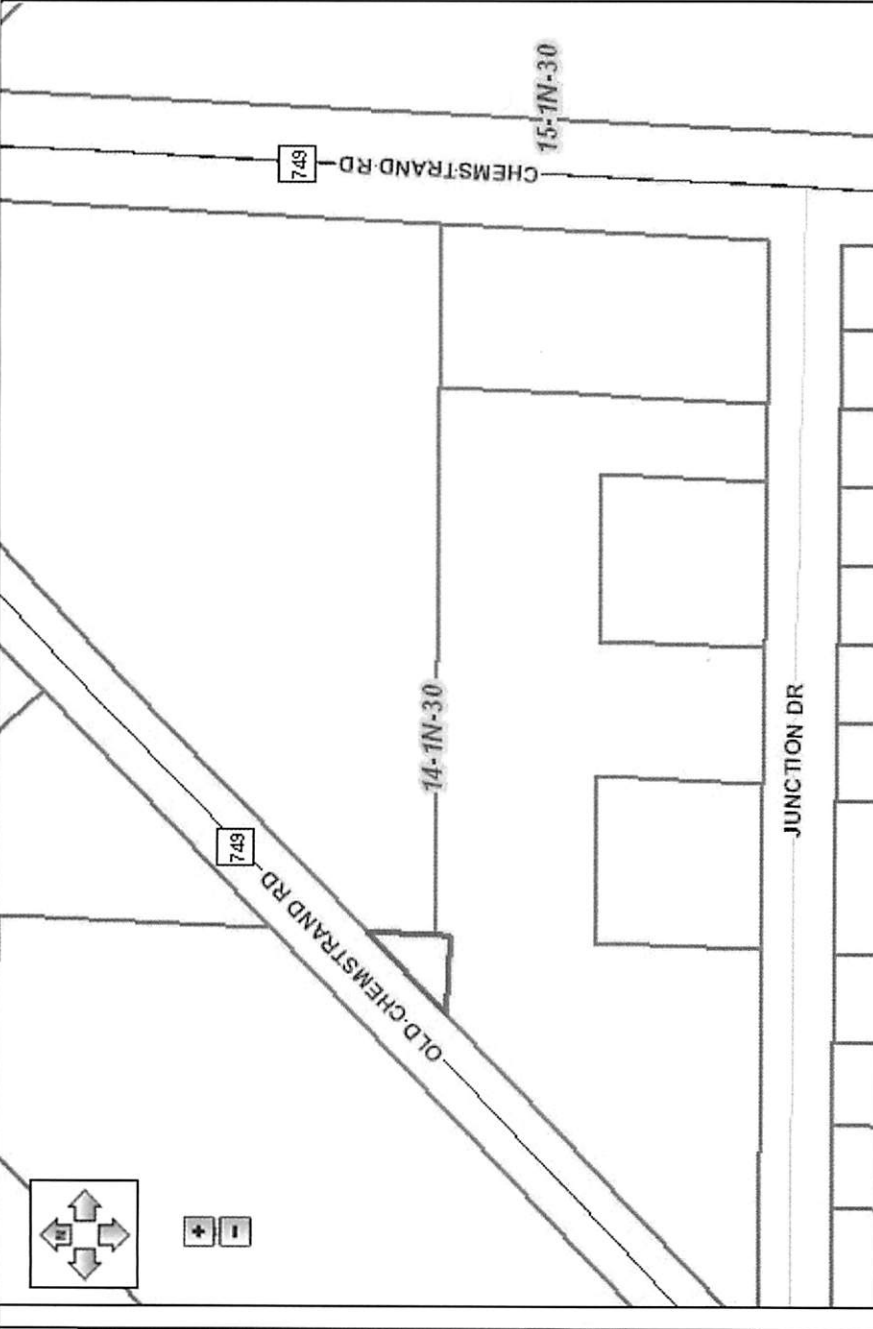
THAT PART OF LT 14 LYING N OF A LI DRAWN 30 FT S OF NW COR OF LT 15 W TO H/W SATSUMA
HEIGHTS PLAT DB 102 P 208 OR 6055 P 1248

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.

**Chris Jones
Escambia County
Property Appraiser**



Print Tool Copy Map Image



Use numeric selection labels

Download Selection Data (1 row)

Reference: 14-1N-30-1000-014-014
Account: 11-0139-000
Section Map: 14-1N-30
Situs: 2900 OLD CHEMSTRAND RD BLK
Subdivision:
SATSUMA HEIGHTS PLAT DB 102 P 208
Owner: CAPE INVESTMENT GROUP INC
Mailing Address:
PO BOX 60275
FORT MYERS, FL 33906
Last Sale: 12/2006, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.0600
Building Count: 0
Total Heated Area: 0
Zoned: VM-2

Include radius in selection (5280 ft max)

ft

Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

Auto Select
Lookup Results

Search

Ex: 012N334444555666

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011002018 01/10/2011 at 03:26 PM
OFF REC BK: 6677 PG: 1823 - 1823 Doc Type: D

2900 Old Chemstrand Rd Belk

DEED ESCHEATED

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certification No. 08998 was issued on June 1, 2001, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 7th day of January, 2008, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;


NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:


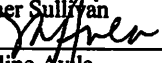
THAT PART OF LT 14 LYING N OF A LI DRAWN 30 FT S OF NW COR OF LT 15 W TO H/W SATSUMA HEIGHTS PLAT DB 102 P 208 OR 6055 P 1248

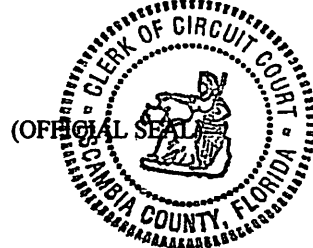
SECTION 14, TOWNSHIP 1 NORTH, RANGE 30 WEST
REFERENCE NUMBER 141N301000014014
TAX ACCOUNT NUMBER 110139000

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 7th day of January, 2011.


ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES: 
Heather Sullivan

Maryline Ayala



State of Florida
County of Escambia



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 3.

County Administrator's Report

Date: 02/17/2011
Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc., and authorize release of County Lien
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property, Located at 3014 Berwick Street, to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property, located at 3014 Berwick Street, Account Number 05-0998-000, Reference Number 04-2S-30-6001-029-013;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Authorize release of the effect of the 2010 Nuisance Abatement Lien, in the amount of \$259.99, recorded in Official Records Book 6548, at Page 1780, of the Public Records of Escambia County, Florida;
- D. Approve the sale price of \$8,086.45 for the 3014 Berwick Street property, plus any additional Lien interest accumulated prior to closing;
- E. Acknowledge that Habitat for Humanity, Inc., will pay for the setup and recording fees related to the Lien, and the design of any house/structure shall be subject to architectural review and approval by the County prior to the County's release of the Lien;
- F. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

G. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through foreclosure in October 2010. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$5,700. 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

Attachments

3014 Berwick backup

[Back](#)

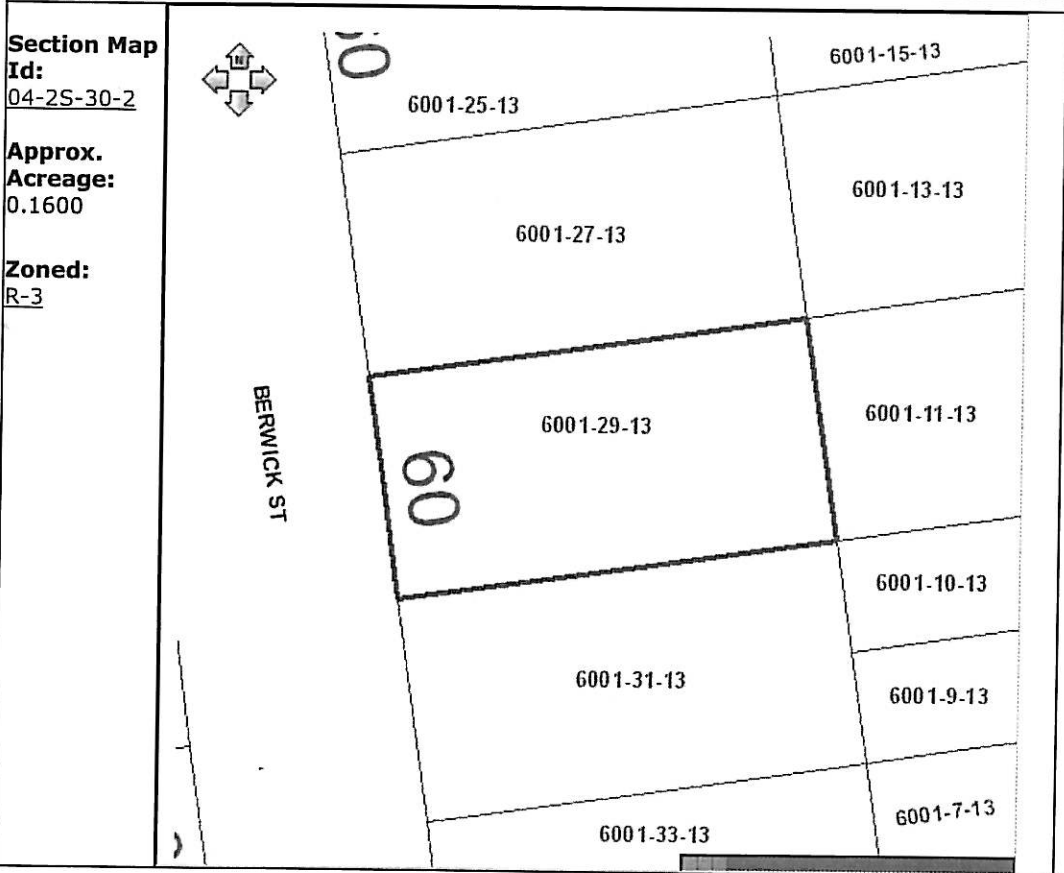
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	042S306001029013	Improvements:	\$0
Account:	050998000	Land:	\$5,700
Owners:	ESCAMBIA COUNTY	Total:	\$5,700
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	3014 BERWICK ST 32503	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page Value Type	None	
09/30/2010	6652 1298 \$100 CT	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Legal Description	
		LTS 29 30 BLK 13 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 6652 P 1298	
		Extra Features	
		None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



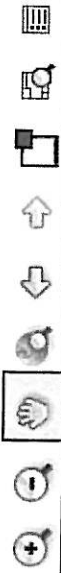
Buildings
Images

None

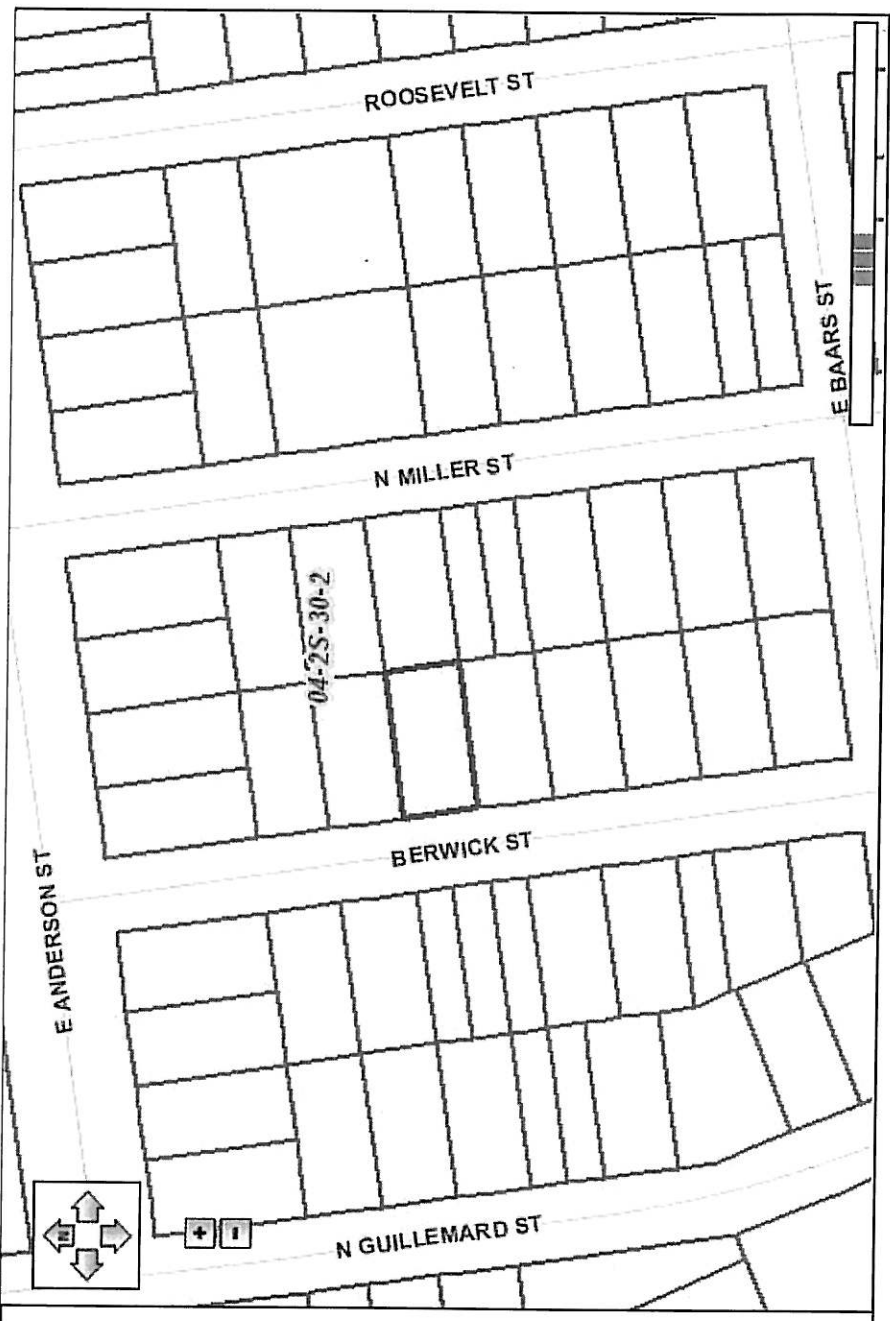
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



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Print Tool Copy Map Image



Use numeric selection labels **Record Search**
Download Selection Data (1 row)

Reference: 04-2S-30-6001-029-013
Account: 05-0998-000
Section Map: 04-2S-30-2
Situs: 3014 BERWICK ST
Subdivision:
NORTH PENSACOLA UNIT #1 PB 2 P 2
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 9/30/2010, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1600
Building Count: 0
Total Heated Area: 0
Zoned: R-3

Include radius in selection (5280 ft max)
ft

Radius is used only with single parcel selection

Lookup Options:
 Auto Select
Reference Nbr Lookup Results

Ex: 012N33444455666

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Eight Thousand Eighty Six Dollars and Forty-Five Cents (8,086.45), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

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

By: _____
Kevin W. White Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Feb. 10, 2011

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

Lots 29 and 30 in Block 13, North Pensacola, Unit #2 according to a plat Filed in Plat Book 2 at Page 6 of the records of Escambia County, Florida

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on February 3, 2011, Seller approved the sale of the Property to Buyer for the amount of Eight Thousand Eighty Six Dollars and Forty-Five Cents (\$8,086.45); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Eight Thousand Eighty Six Dollars and Forty-Five Cents (\$8,086.45) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence

of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. **Survey.** Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. **Financing.** Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. **Possession.** Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. **Condition of Property.** Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the

Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. **Right to Inspect Property.** Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. **Conveyance of Property.** At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2011 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or

under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. **Conditions Precedent to Closing.** The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. **Assignability.** This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in

the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator

TO THE BUYER:
Betty H. Salter, President
Pensacola Habitat for Humanity, Inc.

221 Palafox Place
Pensacola, Florida 32502

1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.
26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.
27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.
28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
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

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Betty H. Salter, President

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Betty H. Salter, as President for Pensacola Habitat for Humanity, Inc. She is personally known to me, or produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 4.

County Administrator's Report

Date: 02/17/2011
Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc., and release of County Liens
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Real Property Located at 1910 West St. Catherine Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declare surplus the Board's real property, located at 1910 West St. Catherine Street, Account Number 06-2217-000, Reference Number 17-2S-30-1600-820-082;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Authorize release of the effect of two Municipal Services Benefit Unit (MSBU) Liens from 1998 and 1999, recorded in Official Records Book 4315, at Page 1817, and Official Records Book 4448, at Page 1433, respectively, in the total amount of \$438.40, and a Code Enforcement Citation Lien, recorded in Official Records Book 6549, at Page 963, in the amount of \$123.81;
- D. Approve the sale price of \$4,841.35 for the 1910 West St. Catherine Street property plus, any additional Lien interest accumulated prior to closing;
- E. Acknowledge that Habitat for Humanity, Inc., will pay for the setup and recording fees related to the Liens, and the design for any house/structure shall be subject to architectural review and approval by the County prior to the County's release of the Liens;

F. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

G. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through foreclosure in August 2010. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$5,225. 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

Attachments

1910 WStCatherine backup

[Back](#)

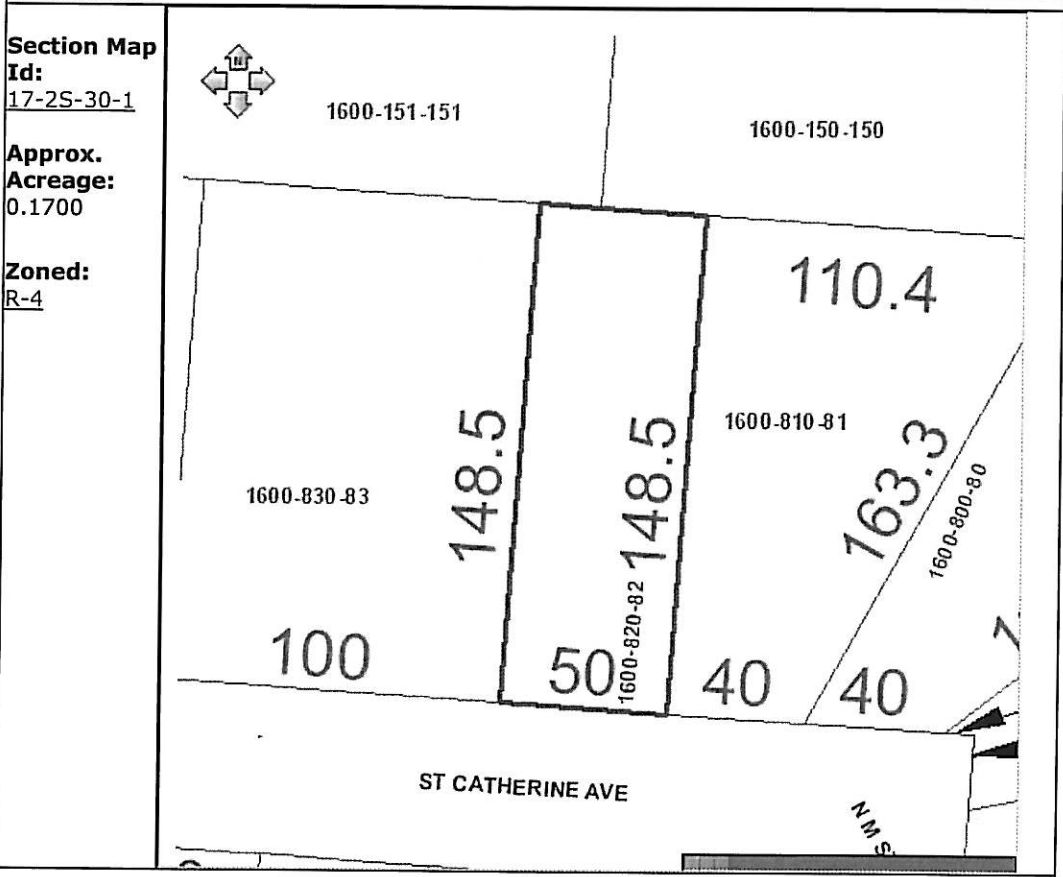
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	172S301600820082	Improvements:	\$0
Account:	062217000	Land:	\$5,225
Owners:	ESCAMBIA COUNTY	Total:	\$5,225
Mail:	221 PALAFOX PL PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	1910 W ST CATHERINE 32501	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
09/20/2010	6638 331	\$100	CT View Instr
07/01/2008	6347 738	\$100	QC View Instr
12/04/2007	6257 419	\$2,000	QC View Instr
09/2004	5497 697	\$100	QC View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		LT 82 KANEN PLACE NO 1 AND 2 PB 1/2 P 96/9 OR 6638 P 331	
		Extra Features	
		None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)



Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones Escambia County Property Appraiser

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)

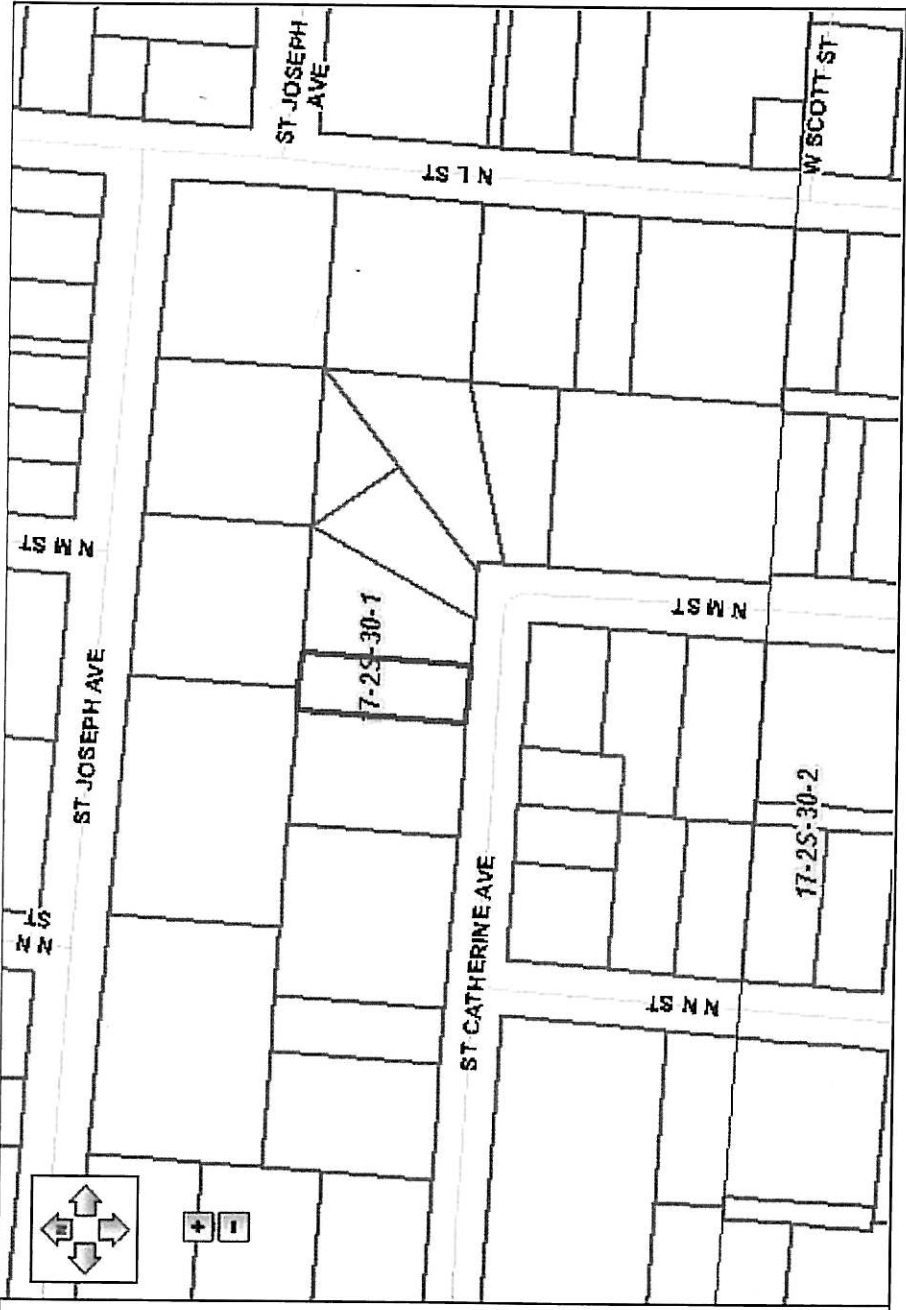
Reference: 17-2S-30-1600-820-082
Account: 06-2217-000
Section Map: 17-2S-30-1
Situs: 1910 W ST CATHERINE
Subdivision:
 KANEN PLACE PB 1/2 P 96/9
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PL
 PENSACOLA, FL 32502
Last Sale: 9/20/2010, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1700
Building Count: 0
Total Heated Area: 0
Zoned: R-4

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



RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Four Thousand Eight Hundred forty One Dollars and Thirty-Five Cents (4,841.35), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

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

By: _____
Kevin W. White Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Escambia County Attorney
Date: Feb. 10, 2011

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

Lot 82, KANEN PLACE, UNIT TWO, being a subdivision on Lot 10, Section 17, Township 2 South, Range 30 West, according to subdivision thereof by Brainerd and McIntire, and according to map of C. H. Overman, Civil Engineer, dated August 1945; said map is filed for record in the Office of the Clerk of Circuit Court in Plat Book 1, Page 9, of the records of Escambia County, Florida

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on February 3, 2011, Seller approved the sale of the Property to Buyer for the amount of Four Thousand Eight Hundred Forty One Dollars and Thirty-Five Cents (\$4,841.35); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Four Thousand Eight Hundred Forty One Dollars and Thirty-Five Cents (\$4,841.35) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property.

Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. **Survey.** Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. **Financing.** Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. **Possession.** Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. **Condition of Property.** Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating

history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2011 and subsequent

years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

- b. Reservation of an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed

against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. **Conditions Precedent to Closing.** The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this

Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. **Assignability.** This Agreement cannot be assigned by Buyer without the prior written consent of Seller.
16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
17. **Time of the Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
18. **Counterparts.** This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
19. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
20. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
21. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
22. **Default and Termination.** If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
23. **Notices.** All notices must be in writing and served either personally or by deposit with the

U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Betty H. Salter, President
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.
26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.
27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.
28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
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

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Betty H. Salter, President

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Betty H. Salter, as President for Pensacola Habitat for Humanity, Inc. She is personally known to me, or produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 5.

County Administrator's Report

Date: 02/17/2011
Issue: Purchase of Parker 2520 XLD Sport Cabin Boat, PD 10-11.003
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase of Parker Sport Cabin Boat, PD 10-11.003 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize Escambia County, Florida, to piggyback off the Hamilton County, Ohio, Contract #ITB 043-09/JW, in accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, and award a Purchase Order to Parker Marine Enterprises, Inc., in the amount of \$86,379, for the purchase of a Parker 2520XLD sport cabin boat.

[Funding: Fund 352, LOST III, Cost Center 220102, Project 10NE0848]

BACKGROUND:

Escambia County Marine Resources Division programs and projects require frequent work on waters of bays and on the Gulf of Mexico up to 25 miles offshore. The age and condition of the existing boat warrant the need of a more reliable vessel. The new vessel will support Escambia County's Artificial Reef Program, Derelict Vessel Removal, No-Wake Zone maintenance and other obligations required by state and federal permit conditions.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 220102, Project 10NE0840]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 6.

County Administrator's Report

Date: 02/17/2011
Issue: Task Order Award for Pensacola Beach Master Plan, PD 10-11.005
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Task Order Award for Pensacola Beach Master Plan, PD 10-11.005 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Pensacola Beach Master Plan, PD 10-11.005:

A. Approve the Selection/Negotiation Committee Ranking:

1. Baskerville-Donovan, Inc.
2. Hatch Mott MacDonald, Inc.
3. Hernandez & Swift Associates, Inc.; and

B. Award a Task Order for PD 10-11.005, Pensacola Beach Master Plan, per the terms and conditions of PD 02-03.079, Professional Services, as Governed by Florida Statute 287.055, to Baskerville-Donovan, Inc., for a lump sum amount of \$149,746.26.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 11EN0934]

BACKGROUND:

PD 10-11.005, Pensacola Beach Master Plan was advertised in the Pensacola News Journal along with 75 additional firms available on PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 were also electronically noticed on Monday, October 19, 2010. On Tuesday, November 2, 2010, 3 responses were received.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 11EN0934]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

Upon receipt of Board approval, the Contract Administrator shall notify Baskerville-Donovan, Inc.

Attachments

Final Scope of Work

Fee Proposal

ESCAMBIA COUNTY

PENSACOLA BEACH MASTER PLAN

SCOPE OF ENGINEERING AND SURVEYING SERVICES

January 2011

GOALS AND OBJECTIVES:

The general goal of this project is to begin implementation of the approved Pensacola Beach Conceptual Master Plan prepared for the Santa Rosa Island Authority. The work will involve a complete assessment of the Conceptual Master Plan for vehicular and pedestrian flow, a recommendation for phasing projects and designs of the work that is identified as immediately needed.

WORK SCOPE ELEMENTS:

The scope of this project is to utilize the approved Conceptual Master Plan for the following elements:

1. Develop an Engineering Master Plan.
2. Identify phases within the Engineering Master Plan
3. Establish priorities within the Engineering Master Plan
4. Establish stages of construction for off-season periods
5. Design phases identified within the Engineering Master Plan
6. Identify time lines for priorities and stages to complete all work identified in the Engineering Master Plan

The work elements will generally include the following tasks:

Task 1 – Engineering Master Plan Development

1. Identify all projects currently anticipated for Pensacola Beach.
2. Determine the feasibility of the identified projects through applied engineering principles.
3. Develop a list of immediate action projects (Stage I) and extended action projects (Stage II). Stage I will include projects need immediate action and will not conflict with projects requiring additional study. Stage II will include projects that may require additional studies.
4. Communicate findings with SRIA steering committees and SRIA Board. Incorporate SRIA committee and Board comments into the Master Plan Development process.
5. Prepare monthly reports for Escambia County and SRIA Board.
6. Prepare an estimate of probable cost for the individual Stage I and Stage II projects.

7. Prepare a report on funding opportunities including combinations of the local option sales tax, toll fees and other possible funding options. Undertake Technical and Economic analysis to establish priorities for both Stage I and Stage II projects.
8. Develop a phasing plan and recommended schedule for implementation of each phase. The plan and schedule will consider immediate needs, funding, and potential impacts to peak tourist periods.
9. Present preliminary Engineering Master Plan to SRIA Board.
10. Incorporate SRIA Board comments and submit final Engineering Master Plan to Escambia County

Task 2 – Stage I Project Design

1. Identify projects that require engineering design.
2. Develop a scope of work and negotiate fees for the projects. The scope of work may combine individual Stage I projects.
3. Prepare 60%, 90% and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, utility relocations, stormwater and other considerations necessary for a complete design.
4. Prepare permit applications as necessary to construct the projects including potable water, sanitary sewer and stormwater facilities.
5. Coordinate proposed improvements with SRIA Board, Escambia County, ECUA, Gulf Power, and other utility providers that may be impacted by the improvements.
6. Prepare cost estimate and bid documents. Assist Escambia County with the bidding process.
7. Provide engineering services during construction and inspection, as requested and necessary to prepare permit certifications.

Task 3 – Stage II Project Design

1. Develop a scope of work and negotiate fees for the projects.
2. Prepare 60%, 90% and 100% construction plans for the projects. Designs will include surveying, geotechnical investigations, studies, utility relocations, stormwater and other considerations necessary for a complete design.
3. Prepare permit applications as necessary to construct the projects including potable water, sanitary sewer and stormwater facilities.
4. Coordinate proposed improvements with SRIA Board, Escambia County, ECUA, Gulf Power, and other utility providers that may be impacted by the improvements.
5. Prepare cost estimate and bid documents. Assist Escambia County with the bidding process.
6. Provide engineering services during construction and inspection, necessary to prepare permit certifications.

DELIVERABLES AND SCHEDULE

Ten (10) paper copies and one digital copy (PDF format) of the preliminary Engineering Master Plan will be provided to Escambia County for distribution to SRIA Board. Twenty (20) paper copies and one digital copy (PDF format) of the final Engineering Master Plan will be provided to Escambia County.

The preliminary Engineering Master Plan will be presented to SRIA Board within 120 days of the Notice to Proceed. The final Engineering Master Plan will be submitted within 45 from the presentation to the SRIA Board. Schedules are dependent on SRIA Steering committees, SRIA Board action and reviews by Escambia County.

Submittal deliverables and schedules for Stage I and Stage II designs will be included in the Scope of Work for the individual projects.

FEE STRUCTURE

Engineering Master Plan
Stage I and II Project Designs Fee

Lump Sum
To be negotiated with BDI according to
priorities and phasing

**PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Escambia County, Florida**

MANHOURLY AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	SURVEY MANAGER	SURVEYOR PLS/PSM	SURVEY PARTY (3)	SURVEY TECH	CLERICAL	TOTAL MANHOURS	FEE
	\$115.97	\$104.67	\$72.13	\$61.22	\$121.05	\$79.75	\$99.51	\$52.73	\$33.24		
A Project Initiation and Data Collection	5	16	16	16					9	62	\$ 4,687.33
B Engineering Master Plan Development	30	84	190	90					42	436	\$ 32,881.96
C Toll Facility Evaluation	16	14	106	32					8	176	\$ 13,191.64
D Parking, Lighting and Vehicle Circulation	23	32	146	64					12	277	\$ 20,864.69
E Bicycle and Pedestrian Circulation/Road Crossings	15	28	116	48					10	217	\$ 16,308.35
F Transit and Trolley Evaluation	6	20	64	16					11	117	\$ 8,750.70
G Transportation and Access Management	22	71	114	60					20	287	\$ 22,543.73
H Project Funding Opportunities Report	18	24	60	8					18	128	\$ 10,015.42
I Coordination, Public Meetings and Presentations	8	20	42	28					16	114	\$ 8,296.62
J Surveying Services					10	20	60	60	8	158	\$ 12,205.82
Totals	143	309	854	362	10	20	60	60	154	1972	

TOTAL LUMP SUM FEE	\$ 149,746.26
OVERHEAD RATE	168%
FCCM	1.32%
PROFIT MARGIN	10%



**PENSACOLA BEACH MASTER PLAN
PD 10-11.005
Escambia County, Florida**

MANHOOR AND FEE ESTIMATE

1	Review current transit systems		2	4			6	\$	497.86
2	Evaluate deficiencies and needs	2	4	8			2	\$	1,294.14
3	Coordinate with Steering committee	2	8	24			4	\$	2,933.38
4	Formulate effective methods and routes	2	4	24	16		4	\$	3,494.22
5	Correspondence and Meetings		2	4			1	\$	531.10
Subtotal		6	20	64	16	0	11	\$	8,750.70
G Transportation and Access Management									
1	Review existing traffic studies and geometrics	4	1	8			2	\$	1,212.07
2	Distribute traffic volumes on conceptual MP roadway configurations	2	8	16	8		8	\$	2,979.06
3	Prepare traffic model(s) for evaluation of roadways	8	36	46	12		4	\$	8,881.46
4	Determine feasibilities and alternatives	8	8	20	20		56	\$	4,432.12
5	Prepare improvement concepts		16	20	20		4	\$	4,474.68
6	Correspondence and Meetings		2	4			2	\$	564.34
Subtotal		22	71	114	60	0	20	\$	22,543.73
H Project Funding Opportunities Report									
1	Review current funding		4	4			8	\$	707.20
2	Evaluate funding needs	8	6	16	4		6	\$	3,154.18
3	Formulate funding avenues	8	8	16			32	\$	2,919.20
4	Prepare opportunities report	2	4	20	4		8	\$	2,604.02
5	Correspondence and Meetings		2	4			4	\$	630.82
Subtotal		18	24	60	8	0	18	\$	10,015.42
I Coordination, Public Meetings and Presentations									
1	Project Coordination and Committee review	4	8	30	24		8	\$	5,200.34
2	Public meetings and presentations	4	12	12	4		8	\$	3,096.28
3							0	\$	-
Subtotal		8	20	42	28	0	16	\$	8,296.62
J Surveying Services									
		SURVEY MANAGER \$121.05	SURVEYOR PLS/PSM \$79.75	SURVEY PARTY (3) \$99.51	SURVEY TECH \$52.73	CLERICAL \$33.24			
1							0	\$	-
2		10	20	60	60	8	158	\$	12,205.82
3							0	\$	-
4							0	\$	-
5							0	\$	-
Subtotal		10	20	60	60	8	0	\$	12,205.82

TOTAL LUMP SUM FEE \$ 149,746.26

OVERHEAD RATE	168%
FCCM	1.32%
PROFIT MARGIN	10%



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 7.

County Administrator's Report

Date: 02/17/2011
Issue: Federal Lobbying Services for Escambia County
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Lobbying Services for Escambia County - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action concerning Federal Lobbying Services for Escambia County:

- A. Authorize the engagement of a firm to provide Federal Lobbying Services for Escambia County Board of Commissioners for the period of 12 months, beginning February 17, 2011, for an amount not to exceed \$84,000; and
- B. Approve the ranking as follows and authorize the County Administrator to execute an Agreement with the firm which ranked #1 for the Request for Proposal PD 10-11.001.
 1. The MWW Group
 2. Alcalde & Faye
 3. Blank & Rome Government Relations, LLC

[Funding: Fund 001, General Fund, Cost Center 110201]

BACKGROUND:

The Office of Purchasing advertised the solicitation on October 1, 2010. 11 submittals were received on October 26, 2010. The final ranking was completed on January 25, 2011. The total fee includes:

A base fee of \$6,500 per month which covers all lobbying and advisory services as well as one trip by firm representatives to Escambia County for an in-depth consultation with County officials and reimbursable expenses capped at \$6,000 annually that will include a second trip by firm representatives to Escambia County as well as any extraordinary expenses incurred by the firm on behalf of County officials/representatives when visiting

Washington D.C. such as special transportation costs, special meeting or meal costs.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 110201

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney will prepare the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

This recommendation is in compliance with the provisions of the Code of County Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 8.

County Administrator's Report

Date: 02/17/2011
Issue: DAG Architects, Inc., Change Order #2, A&E Services for Molino School Renovations
From: Joy D. Blackmon, P.E., Bureau Chief
Organization: Public Works-Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2 to PO #100846 to DAG Architects, Inc., for A&E Services for Molino School Renovations - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order:

Bureau: Public Works Bureau
Division: Facilities Management
Type: Addition
Amount: \$113,135.00
Vendor: DAG Architects, Inc.
Project Name: A&E Services for Molino School Renovations
Contract: PD 08-09.106
PO#: 100846-1
CO#: 2
Original Award Amount: \$214,580.00
Cumulative Amount of Change Orders through CO#2: \$118,875.00
New Contract Total: \$333,455.00

The Tax Collector's lease at its Cantonment location ends in October 2012. It has been determined that it would be in the best interests of the County to construct a new 7,000 SF building to house both the Tax Collector's and the Property Appraiser's staff at the site of old Molino School. DAG Architects, Inc., is the architectural firm for this conversion project.

To enable the Tax Collector to move to the new building before its lease ends and to seek the lowest possible construction costs, bidding the new building in the same

package as the conversion is the best approach. As a result, a Change Order to DAG Architects, Inc., to add the architectural and engineering services for this new building is appropriate and necessary.

[Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201, Project # 09PF0035]

BACKGROUND:

The Tax Collector's lease at its Cantonment location ends in October, 2012. It has been determined that it would be in the best interests of the County to construct a new 7,000 SF building to house both the Tax Collector's and the Property Appraiser's staff at the site of old Molino School. The original school building will be converted into a community center, a large meeting room, and a museum. An area is being dedicated in the building to create a library when funds become available at a later time. DAG Architects, Inc. is the architectural firm for this conversion project.

To enable the Tax Collector to move to the new building before its lease ends and to seek the lowest possible construction costs, bidding the new building in the same package as the conversion is the best approach. As a result, a change order to DAG Architects, Inc. to add the architectural and engineering services for this new building is appropriate and necessary.

BUDGETARY IMPACT:

Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201, Project# 09PF0035.

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:

Upon Board approval, a Change Order will be prepared and sent to the Office of Purchasing for processing.

Attachments

DAG CO#2

February 3, 2011



Mr. William E. Lawing
Architect / Division Manager
Design and Construction Administration Team
Escambia County Facilities Management
100 East Blount Street
Pensacola, FL 32501

Re: Molino School ~ New Building for Tax Collector and Property Appraiser
Professional Services Fee Proposal

Dear Bill,

Please consider this revised proposal based on discussions at our meeting yesterday. We have had discussions with all of our consultants on this project and offer the revised fees for your consideration at the end of this letter. Please understand, we are exceedingly grateful for the opportunity to include this additional building design with the overall Molino project and look forward to beginning design work as soon as possible. Based on my continual meetings with members of the Molino community, I am certain that this will stimulate quite a bit of excitement in the Molino community with these public offices moving their north county operations to the property.

Our initial budget reviews on this project were based on the masterplan and conceptual project budget that was presented to you in April 2010, when there was discussion of multiple County offices moving to the property, including the Clerk of the Courts and the Sheriff Substation. Through recent conversations with you and Janet Holley, that conceptual budget was updated and modified to reflect the following changes:

1. The building budget was based on a 7,000 gsf building and was reduced to \$110/sq. ft. with the intent of it being designed as a pre-engineered structure with some brick veneer that will complement the old Molino School.
2. The site budget was reduced with the understanding that the proposed drive-up window shown on the masterplan would be relocated to the south side of the building with a short loop drive in and out. The drive between the new building and the existing school was eliminated and the parking on the east side of the building for employee parking was also eliminated to reduce paving costs. Parking will be kept to an absolute minimum as required to support the current functions of the facility in an effort to minimize paving.
3. Parking requirements will be generated on the total project based on Business occupancy for the new building and based on the library space not being built-out for occupancy.

We understand that this additional building has a limited budget and, as such, the construction budgets have been modified to reflect that constraint. Because this will be a public building, the law requires that sustainable features be designed and constructed within the facility and follow green building guidelines. Given that information, there will be some inherent costs to the project in order for it to achieve those goals.

SCOPE OF SERVICES / APPROACH TO FEES:

DAG Architects will be the Architect-of-Record for construction documents. In an effort to minimize costs, we recommend that this project pursue Green Globes criteria for sustainable design elements rather than LEED. Our research indicates that Green Globes appears to be a more suitable process for smaller projects.

DAG architects
AA-C000745
40S. palafax place
suite 201
pensacola, florida
32501
p 850.429.9004
f 850.429.9005

The Basic Services fees for this new facility are structured in accordance to the DMS Fee Guide as a Complexity "D" – Average Complexity building. Additional services are those required for the project and as outlined in the DMS Fee Guidelines.

BASIC DESIGN SERVICES:

We understand that the documents for this project are to be completed in an expedited schedule so as to include these documents in the Molino School Renovation documents so that the project can be procured for construction under one contract. We understand the scope of Basic Services' deliverables for each phase to be Programming, Schematic Design, Design Development, 60% Construction Documents, 90% Construction Documents and Bid Documents, Bidding/Negotiations and Construction Administration per the standard phase submittals. We will include 3D computer modeling of the conceptual design in our basic services to communicate the facility to the users.

ADDITIONAL SERVICES (as outlined in the DMS Fee Guidelines):

The following additional services are anticipated for this project and identified below.

Geotechnical Investigation – test borings will be required at the building pad and surrounding pavement areas as well as at the stormwater management areas.

Surveying – Escambia County has provided an updated survey and topography on the property. We do not anticipate any additional survey information required, but if so, will contact the County for those services. Therefore, surveying is not included in this proposal.

Civil Engineering – includes paving, grading, drainage, water, sanitary sewer design, site lighting, stormwater management design and NPDES stormwater compliance monitoring.

Landscape Design – Landscape plantings will be identified to limit irrigation requirements around the building. This includes efforts required for LEED document submittals.

Programming – This will entail meetings with the users and Facilities to thoroughly understand the building uses and occupant habits. We will begin the programming with the meeting minutes that were generated in April 2010. These services will be absorbed in our Basic Service fees.

Telecommunications Design – Telecommunications design for this facility is required to support the necessary functions of both building tenants. This will most likely require two separate telecommunication closets for separated functions. We understand that a high speed connection will be brought to the property to support the infrastructure and operating systems of both entities.

Test and Balance – To be provided by the contractor and placed in the specification manual. This is not included in our proposal.

Sustainable Design

Based on "Florida Statute 255.2575 – Energy-efficient and sustainable buildings" states that "...buildings shall be constructed to meet..." the rating system for one of four different sustainable design criteria which are: (1) USGBC LEED, (2) GBI Green Globes, (3) Florida Green Building Coalition standards or (4) a nationally recognized, high-performance green building rating system as approved by DMS. The statute does not, however, state that the building must be certified through one of these criteria but that it shall be constructed to meet the rating system.

In an effort to minimize costs, we recommend that this project endeavor to pursue minimum requirements according to the Green Building Initiative's Green Globes rating system. Direct expenses for registering the building and pursuing Green Globe certification are identified under the 'Direct Reimbursables' section of the fee proposal and are not included in the lump sum fees.

DAG Architects will serve as the sustainable design administrator to keep records of all items pursued under this endeavor with the Green Globes rating system. We have attached the Green Globes rating system for your use and the expenses required to pursue certification are identified under the Direct Reimbursable portion of the fees.

Building Commissioning – Under Green Globes, we understand that some level of building commissioning is still required. The services for Building Commissioning will be reduced to a level similar to fundamental commissioning as outlined in LEED.

Building Energy Modeling – This is a requirement for Green Globes to ascertain energy efficiency.

Lump Sum Expenses / Reimbursables – Direct reimbursables for plan review fees, permit application fees, Green Globes associated fees, etc. are not included in the expense lump sum fee and will be submitted separately for direct reimbursement. Expenses in the lump sum fee include printing, project travel, computer, phone, fax, etc.

Exclusions - The following items are not included in this fee proposal: Hazardous material surveys, assessments or abatement, full scope traffic study for concurrency, detailed cost estimating, threshold inspection services or extensive audio-visual design.

Schedule:

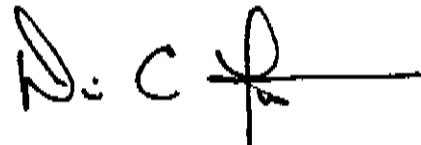
After reviewing the scope and project submittal requirements, we would anticipate completion of the documents in approximately 90 days from the date of contract execution. Once a start date is determined, we will create a Microsoft Project Schedule for tracking the project to completion. We would like to begin programming and conceptual layout meetings with the users as soon as possible.

The following page delineates our fee structure and approach for your consideration. Thank you for the opportunity to present our fees and we look forward to expanding the Molino scope and working on this project with Escambia County.

Sincerely,



Patrick L. Ballasch, AIA, LEED AP
Sr. Design Principal



David C. Luttrell, AIA, CSI, LEED AP
Associate Principal

Cc: Jack Baker, President; Gail Ennis, Finance Manager; File



**MOLINO PARK - TAX COLLECTOR AND PROPERTY APPRAISER BUILDING
FEE NEGOTIATIONS
3-Feb-11**

BUDGET BREAKDOWN

Tax Collector and Property Appraiser Office Building (approx. 7,000 gsf)	\$770,000
Site Development required to support new building	\$180,000
Escambia County DCAT Management Fees	\$38,000
A/E Fees (Basic and Additional Services below)	\$101,400
Contingency / FFE	\$190,600
TOTAL PROJECT BUDGET:	\$1,280,000

Building Construction Budget:	\$770,000
--------------------------------------	------------------

Basic Services for Architectural, Structural, Mechanical, Plumbing and Electrical:

Fee Amount:

MOLINO - TAX COLLECTOR AND PROPERTY APPRAISER BUILDING
Complexity "D" - Average Complexity (7.82%) 7.00%

\$770,000

Additional Services according to DMS Fee Guide:

FIRM	SERVICE PROVIDED	ADDITIONAL SERVICES
DAG	Facility Programming (.6% = \$3,850)	Included in Basic
DAG	Community Presentations / Public Input / Graphics	Included in Basic
DAG/MEP	Sustainable Design Administration	
	Green Globes Project Administration	\$5,000
	Jehle-Halstead - GBI support	\$0
	Premier Engineering - GBI support	\$2,000
BES	Building Energy Modeling (Building Energy Sciences)	\$3,000
BES	Fundamental Commissioning (Building Energy Sciences)	\$5,000
LJA	Geotechnical Investigation and Report	\$3,500
Jehle-Halstead	Surveying	provided by Cnty
Jehle-Halstead	Civil Engineering Design	\$11,000
Jehle-Halstead	NPDES Stormwater compliance monitoring (if required)	\$4,000
DAG	Landscape Design	\$1,000
Premier	Site Lighting	\$1,500
DAG	Interior Design / Furnishings selection and coordination	not included
Premier	Telecommunications Design	\$6,500

Total Proposed Additional Service Professional Fees: **\$42,600**

Lump Sum Expenses: (Project travel, printing, computer, phone, fax, etc.) **\$5,000**

LUMP SUM FEE: **\$101,400**

Direct Reimbursables:	Anticipated Permit Application Fees (subject to change by the authority with jurisdiction)		
	DRC Application	\$2,000	By County
	Water Management Application	\$600	By County
	EC Health Dept. (sanitary)	\$200	By County
	FDEP - potable water	\$250	By County
	NPDES Application	\$250	By County
	Plan Review Fees	TBD	By County
	GBI Registration Fee online	\$250	By County
	GBI System Certification Use	\$500	By County
	GBI Stage I Assessment	\$3,000	By County
	GBI Stage II Assessment	\$3,000	By County
	Assessor Travel Expenses for on-site assessment	\$1,000	By County
	Green Globes 16 x 16 Plaques (if desired)	\$786	By County

Sub-Total Direct Reimbursables: **\$11,736**

GRAND TOTAL: **\$113,136**

Change Order Summary
DAG Architects Inc. - PO 100846
Molino School Renovations

CO # 1	\$5,740.00	Sanitary System Assessment / Geo Borings for Cracked Pavement
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 9.

County Administrator's Report

Date: 02/17/2011
Issue: Accounting Assistant Positions
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation/Establishment of Two Positions for the Community & Environment Bureau/Solid Waste Management Division - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the reallocation of the positions of Equipment Operator III and Equipment Operator II, to establish two Accounting Assistant positions (PN C111F_CENCSWLO) for the purpose of efficiently handling the day-to-day operations of the Palafox Transfer Station Weigh Station as a result of the County assuming the operation of that facility April 15, 2011.

[Funding Source: Fund 401, Solid Waste, Cost Center 220603 and Cost Center 220612]

BACKGROUND:

As a result of a legal settlement with Allied Waste, the Solid Waste Management Division (SWMD) will be assuming the day to day operations of the Palafox Transfer Station Weigh Station when the legal settlement terminates, April 15, 2011. The Transfer Station currently operates from 5 a.m. to 5 p.m., 6 days/week. In an effort to maximize available resources, the SWMD is requesting the reallocation of two existing positions, Equipment Operator III and Equipment Operator II, to man the Palafox Transfer Station facility.

BUDGETARY IMPACT:

Funding has been budgeted in the Fiscal Year Budget 2010/2011, and is available in Fund 401 Solid Waste, Cost Center 220603 and Cost Center 220612.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed reallocation is consistent with the Board's mission to provide efficient, responsive services that enhance our quality of life, meet common needs, and promote a safe and healthy community.

IMPLEMENTATION/COORDINATION:

Community & Environment Bureau/Solid Waste Management will be responsible for the preparation of all documentation and submittal of the same to HR, upon approval. Management and Budget Services Bureau/Human Resources Division and Community & Environment Bureau/Solid Waste Management Division will coordinate this effort.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 10.

County Administrator's Report

Date: 02/17/2011
Issue: Residential Rehab Grant Funding and Lien Agreements 413 South 1st Street
From: Keith Wilkins, REP
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 413 South 1st Street - Keith Wilkins, REP, Interim Community & Environment Bureau Chief

That the Board ratify the following February 17, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 413 South 1st Street:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Scott Dickson, owner of residential property located at 413 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$800, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvement: sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On February 17, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Scott Dickson. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CEB/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CEB/CRA monitors the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Grant and Lien Agreements, Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of February 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Scott Dickson, (the "Recipient"), owner of property located at 413 South 1st Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$800, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$800, which shall be comprised of a cash contribution of \$800.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of February 2011, and the Project shall be complete on or before the 17th day of May 2011 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Bureau
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Scott Dickson
413 South 1st Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ASST COUNTY ATTY
Date: 1/21/11

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

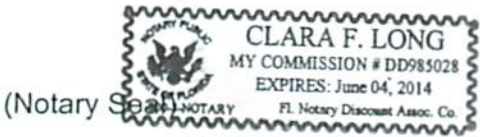
By: _____
Deputy Clerk

(SEAL)

For Recipient: [Signature]
Scott Dickson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of January, 2011 by **Scott Dickson**, Property Owner. He () is personally known to me or () has produced FL Lic D250...247..0 as identification.



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Scott Dickson**
Property Address: **413 South 1st Street, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Sanitary sewer connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Scott Dickson

Address of Property

**413 South 1st Street
Pensacola, FL 32507**

Property Reference No.

51-2S-30-7062-012-035

Total Amount of Lien

\$800

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

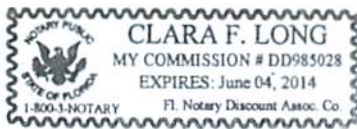
For Recipient:

[Signature]
Scott Dickson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of January, 2011 by Scott Dickson, Property Owner. He () is personally known to me or () has produced FL Lic D250..... 247.0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
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.
By: [Signature]
Title: ASSISTANT ATTORNEY
Date: 1/21/11

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502

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Sanitary Sewer Connection



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 11.

County Administrator's Report

Date: 02/17/2011
Issue: Change Order to PO# 101458 to Texas A&M Research Foundation for Laboratory Services
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order to Purchase Order Number 101458 to Texas A&M Research Foundation for Laboratory Services - Keith Wilkins, REP, Interim Community & Environment Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order for the laboratory analysis of additional fish samples from the Ex-Oriskany reef site:

Bureau:	Community & Environment Bureau
Division:	Marine Resources
Type:	Addition
Amount:	\$7,500
Vendor:	Texas A&M Research Foundation
Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project
Contract:	N/A
PO No.:	101458
CO No.:	1
Original Award Amount:	\$48,000
Cumulative Amount of Change Orders through CO #1:	<u>\$7,500</u>
New Contract Total:	<u>\$55,500</u>

[Funding: Fund 110, Other Grants & Projects, Cost Center 220338, Oriskany PCB Monitoring, Object Code 53101 - \$7,500]

BACKGROUND:

The May 17, 2006, sinking of the U.S. Navy's decommissioned aircraft carrier, the Oriskany, created an artificial reef site in our area waters. Escambia County has been awarded grant monies from Florida Fish and Wildlife Conservation Commission (FWC) for the monitoring of background PCB (polychlorinated biphenyl) levels in tissue of recreational fish near the Oriskany reef site in the Gulf of Mexico, as required by US Environmental Protection Agency.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 110 Other Grants & Projects, Cost Center 220338 Oriskany PCB Monitoring.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of purchase orders over \$50,000.

IMPLEMENTATION/COORDINATION:

Community & Environment Bureau, Marine Resources Division will coordinate all efforts with the Office of Purchasing and Texas A&M Research Foundation for implementation of this change order.

Attachments

Purchase Order #101458

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

**I
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 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

**V
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 200978
 TEXAS A&M RESEARCH FOUNDATION
 3578 TAMU
 400 HARVEY MITCHELL PKWY, STE 100
 COLLEGE STATION TX 77845

**S
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 NEIGHBORHOOD & ENVIRONMENTAL
 SERVICES DEPARTMENT
 SEE BELOW:
**T
O**
 ATTN: SUSAN HOLT (850)595-4579

PDF

Copy

ORDER DATE: 06/21/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 10001496	REQ. DATE: 06/22/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.:
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Ship To:					
Community & Environment Bureau 221 Palafox Place Pensacola, Florida 32502					
01	1.00	LOT	LABORATORY SERVICES FOR ANALYSIS OF FISH TISSUE SAMPLES FROM ORISKANY REEF SITE. 209 PCB BY HRGC/HRMS EPA METHOD 1668. ESC CNTY CODE OF ORDINANCES CHAP. 46-44 APP. AND EXEMPT. BOCC 3/18/10	48000.0000	48,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	48,000.00
01	220338 53101	48,000.00		TOTAL \$	48,000.00

PDF Copy

APPROVED BY _____

AI-427

Item #: 11.

BCC Regular Meeting

Date: 02/17/2011

Information

SUBJECT:

Attachments

CAT Report Feb 17 2011

COUNTY ATTORNEY'S REPORT

February 17, 2011

I. FOR ACTION

1. Disposition of Surplus Property for 12 Dell Computers

Recommendation: That the Board approve the Request for Disposition of Property for 12 Dell Computers. Property identification numbers for the 12 Dell computers are on the attached Disposition of Property form.

2. Settlement With BP For Certain Lost Revenues

Recommendation: That the Board:

A. Authorize acceptance of \$1,841,171.00 as settlement for certain lost revenues during fiscal year 2010; and

B. Authorize the Chairman to execute a Partial Release and Covenant Not To Sue related to the settlement; and

C. Authorize the Chairman to execute a resolution setting forth the authority of the Board of County Commissioners to settle certain claims.

II. FOR INFORMATION

1. Murfey Thomas and Mattie Thomas v. Escambia County, Florida (Case No. 1D10-3232)

Recommendation: That the Board accept the attached information concerning *Murfey Thomas and Mattie Thomas v. Escambia County, Florida* (Case No. 1D10-3232).

This office moved for final summary judgment contending that there were no genuine issues of material fact that had been raised by Mr. and Mrs. Thomas so that Escambia County was entitled to a judgment as a matter of law. Judge Linda Nobles granted the motion agreeing with the County's position that the County had no control of and was not in possession of the part of Town and Country Plaza premises (formerly the premises used by Jo-Ann Fabrics) being used by FEMA and EMD to process claims for financial assistance for those displaced by Hurricane Katrina. Mr. and Mrs. Thomas had sued the County for personal injuries sustained by Mrs. Thomas when she fell over an extension cord alleging the County was negligent in placement of the cord.

Upon entry of a final summary judgment, the Thomases took an appeal to the First District Court of Appeal. Attached is a copy of the *per curiam* opinion from the First District Court of Appeal affirming or upholding Judge Nobles' decision to grant the County's motion for summary judgment.

Because the decision from the First District Court of Appeal is a *per curiam* affirmance, the Thomases have no right to bring any further appellate proceedings in the Florida Supreme Court. The Thomases have the right to move for rehearing and for rehearing *en banc*, a

proceeding in which all of the judges of the First District Court are requested to hear an appeal. However, because of the *per curiam* affirmance, these motions are rarely granted. The Thomases have fifteen days in which to move for rehearing. Once that time elapses and no motion for rehearing has been filed, then the attached opinion becomes final.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Action Item #: 1.

County Attorney's Report

Date: 02/17/2011
Issue: Disposition of Surplus Property for 12 Dell Computers
From: Alison P. Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board approve the Request for Disposition of Property for 12 Dell Computers. Property identification numbers for the 12 Dell computers are on the attached Disposition of Property form.

BACKGROUND:

The items listed on the attached Request for Disposition of Property have been checked and declared unusable by Information Technology. The Request for Disposition of Property has been signed by all applicable authorities, including Information Technology and the County Administrator or his designee.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Board Policy, Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the item will be disposed of according to the Disposition of County Property Policy.

Attachments

3 Requests for Disposition of Property

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: County Attorney's Office COST CENTER NO: 110601

Alison P. Rogers DATE: 2/8/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4970

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	XXXX	Latitude D520 Laptop		Dell	2006	
Y	55119	Latitude D520 Laptop		Dell	2006	
Y	55120	Latitude D520 Laptop		Dell	2006	
Y	55121	Latitude D520 Laptop		Dell	2006	
Y	55122	Latitude D520 Laptop		Dell	2006	
Y	55123	Latitude D520 Laptop		Dell	2006	


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGES
 Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4 FEB 11 Information Technology Technician Signature: 

TO: County Administration Date: 2/7/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Alison Rogers

RECOMMENDATION: Date: _____

TO: Board of County Commissioners
 FROM: County Administration
 Charles R. "Randy" Oliver, CPA PE, County Administrator
 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: County Attorney's Office COST CENTER NO: 110601

Alison P. Rogers DATE: 2/8/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4970

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55287	Latitude D520 Laptop		DELL	2006	
Y	55290	Latitude D520 Laptop		Dell	2006	
Y	55291	Latitude D520 Laptop		Dell	2006	
Y	55292	Latitude D520 Laptop		Dell	2006	
Y	55293	Latitude D520 Laptop		Dell	2006	
Y	55294	Latitude D520 Laptop		Dell	2006	


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: 4 FEB 11 Information Technology Technician Signature: 

TO: County Administration Date: 2/7/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Alison Rogers

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
 Charles R. "Randy" Oliver, CPA PE, County Administrator
 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: County Attorney's Office COST CENTER NO: 110601

Alison P. Rogers DATE: 2/8/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4970

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57073	Optiplex GX620 Computer		Dell		Bad Hard Drive
Y	539776	Laptop Computer	PN 54037	Dell	2005	

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): DAVID SCRUGGS
 Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4 FEB 11 Information Technology Technician Signature: 

TO: County Administration Date: 2/7/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Alison Rogers

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
 Charles R. "Randy" Oliver, CPA PE, County Administrator
 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

Action Item #: 2.

County Attorney's Report

Date: 02/17/2011
Issue: Settlement With BP For Certain Lost Revenues
From: Alison Rogers
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board:

- A. Authorize acceptance of \$1,841,171.00 as settlement for certain lost revenues during fiscal year 2010; and
- B. Authorize the Chairman to execute a Partial Release and Covenant Not To Sue related to the settlement; and
- C. Authorize the Chairman to execute a resolution setting forth the authority of the Board of County Commissioners to settle certain claims.

BACKGROUND:

The Deepwater Horizon oil spill caused Escambia County to experience losses in certain revenue streams during fiscal year 2010. This settlement would address certain revenue losses and is contingent upon execution of the release and resolution provided with this recommendation. Only those revenue types and only the listed time periods would be subject to the release; any other revenues or time periods could still be viable claims.

BUDGETARY IMPACT:

This action will result in revenues of \$1,841,171.00.

LEGAL CONSIDERATIONS/SIGN-OFF:

The release and resolution have been reviewed by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Partial Release Not To Sue and Resolution

PARTIAL RELEASE AND COVENANT NOT TO SUE

1. In consideration of payment in the amount of **ONE MILLION EIGHT HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SEVENTY-ONE and NO/100 DOLLARS (\$1,841,171.00)**, Escambia County, Florida, hereinafter “**Claimant**”, individually and on behalf of Claimant’s agencies, departments, components, or other instrumentalities of any kind, administrators, elected or unelected officials or officers, delegates, assigns, insurers, attorneys, or other agents of any kind, including (but not limited to) Escambia County’s Tourist Development Council, any county tourism promotion agency, and any toll bridge authority (collectively “**Affiliates**”), hereby releases and forever discharges, and covenants not to sue BP Exploration & Production Inc. (“**BP**”) and the other Released Parties for lost revenue claims related to Escambia County’s tourist development taxes for the revenue generation months of May, 2010 through August, 2010 and toll fees from the Bob Sikes bridge, local option sales taxes, local option gas taxes, tipping fees, electric franchise fees, and gas franchise fees for the revenue generation months of May, 2010 through September, 2010, combined into and assigned the claim number 17-170227-05-7, as more fully defined in Attachment A (hereinafter, “**Released Claims**”). Released Claims herein comprise one or more requests, demands, or claims for lost revenues from the tourist development tax, toll fees from the Bob Sikes bridge, local option sales taxes, local option gas taxes, tipping fees, electric franchise fees, and gas franchise fees for those months referenced in this paragraph without regard to the form of relief requested as stated in Paragraph 2 below, or whether the Claimant has now or may have such claims in the future, whether such Claims are known or unknown, or whether arising directly or indirectly from or relating in any way to the April 20, 2010 blowout of the Macondo Well, the sinking of Transocean’s Deepwater Horizon drilling rig, and the subsequent oil spill in the Gulf of Mexico (the “**Incident**”).

2. This Partial Release and Covenant Not to Sue applies to all claims related to Escambia County’s tourist development taxes for the revenue generation months of May, 2010 through August, 2010 and toll fees from the Bob Sikes bridge, local option sales taxes, local option gas taxes, tipping fees, electric franchise fees, and gas franchise fees for the revenue generation months of May, 2010 through September, 2010 regardless of the legal or equitable theory under which they are advanced (including but not limited to) legal and equitable theories under federal, state, local, and international law, and including without limitation statutory law, regulation, common law, maritime law, strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, and all other legal and equitable theories), whether existing now or arising in the future, arising out of or in any way relating to the Incident. Any Claims the Claimant may have other than the Released Claims are specifically reserved, but this Partial Release and Covenant Not to Sue is intended to prohibit any form of double recovery by the Claimant and its Affiliates for the Released Claims, without regard to the nomenclature used or legal theory invoked in an attempt to recover twice for the same Released Claim, and the parties intend that this Partial Release and Covenant Not to Sue will be interpreted in that fashion.

3. Released Parties means anyone who is or could be responsible or liable in any way for the Incident or any damages related thereto, including (but not limited to) those liable for

the Released Claims, whether a person, company or governmental entity, including (but not limited to) BP, the parties listed on Attachment "B" hereto, the federal Oil Spill Liability Trust Fund and any state or local fund, and each of their respective Affiliates.

4. Claimant represents and warrants that its undersigned representative (i) has authority to execute this Partial Release and Covenant Not to Sue; (ii) has not received any payment from any insurer or other party (other than BP) in connection with the Incident; and (iii) has not sold or otherwise transferred or assigned any of the Released Claims, or any interests in such Released Claims.

5. Claimant warrants that it is not a voluntary party to any litigation against the Released Parties. If Claimant receives notice that any class is certified that would include Claimant as a class member, Claimant will opt out of the class to the extent of the Released Claims.

6. This Partial Release is not intended to prevent any of the Released Parties from exercising their respective rights of contribution, subrogation, or indemnity under the Oil Pollution Act of 1990 ("OPA") or any other law. As this Partial Release is fully and completely resolving Claimant's Released Claims under OPA, BP is hereby subrogated to any and all rights that Claimant has arising from the Incident for those Released Claims.

7. The payment(s) to Claimant is/are made without any admission of liability or wrongdoing by BP or any other Released Party.

8. The provisions of this Partial Release and all questions with respect to the construction and enforcement thereof and the rights and liabilities hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to conflicts of laws principles.

9. This Partial Release supersedes any and all other agreements, written or oral, between BP and Claimant with respect to such subject matter of this Partial Release.

10. Attachment "C" to this Partial Release and Covenant not to Sue is a Resolution of the Escambia County Commission authorizing the Chairman of the Commission to execute this Partial Release and Covenant Not to Sue on behalf of Claimant and Claimant's Affiliates.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____

Deputy Clerk
Attachment "A"

"Released Claims" shall include all claims for lost revenue related to Escambia County's tourist development taxes for the revenue generation months May through August, 2010 and toll fees from the Bob Sikes bridge, local option sales taxes, local option gas taxes, tipping fees, electric franchise fees, and natural gas franchise fees for the revenue generation months May through September, 2010, combined into and assigned the claim number 17-170227-05-7; except that Released Claims shall not include Escambia County's pending claims for lost revenue from the state-levied half-cent sales tax, assigned number 17-170227-05-6.

Attachment "B"

Aerotek, Inc.
Ameri-Force, Inc.
Anadarko Petroleum Company
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Art Catering, Inc.
Ashland
BJ Services Company, USA
BP America Inc.
BP America Production Company
BP Company North America Inc.
BP Corporation North America Inc.
BP Corporation North America Inc. Savings Plan Investment Oversight Committee
BP Energy Company
BP Exploration (Alaska) Inc.
BP Global Special Products (America) Inc.
BP Holdings North America Limited
BP plc
BP Products North America Inc.
Brett Robinson Gulf Corporation
Cameron Corporation
Cameron International Corporation f/k/a Cooper Cameron Corporation
Cameron International Corporation d/b/a/ Cameron Systems Corporation
Center for Toxicology and Environmental Health L.L.C.
Chouest Shorebase Services, LLC
Clean Harbors
Core 4 Kebawk, LLC
Crowder/Gulf Joint Venture
Crowder Gulf Disaster Recovery
Diamond Offshore Company
DOF Subsea USA, Inc.
Drill-Quip, Inc.
Entrix, Inc.
Environmental Standards
EPS Corporation
ERG
ES&H Environmental Services
ESIS, Inc.
Exponent
Global Diving & Salvage, Inc.
Gulf Offshore Logistics, LLC
Gulf Offshore Logistics International, LLC

Halliburton Energy Services, Inc.
Halliburton Company
Hamilton Eng.
Hepaco
Hilcorp Energy Company
Hyundai Heavy Industries Co. Ltd, Inc.
Hyundai Motor Company
In Rem Vessels
Island Ventures II
Jupiter Insurance Limited
LaBorde Marine Services, LLC
Lloyd's of London
Marine Spill Response Corporation
MEG Energy Corp
M-I L.L.C.
M-I Drilling Fluids L.L.C.
M-I Swaco
Miller Environmental Group, Inc.
Mitsui & Co. (USA), Inc.
Mitsui & Co. Ltd.
Mitsui Oil Exploration Co. Ltd.
Moran Environmental Recovery, LLC
MOEX Offshore 2007 LLC
Moex USA Corporation
MV Monica Ann
MV Pat Tilman
MV Damon B. Bankston
MV Max Chouest
MV Ocean Interventions
MV C. Express
MV Joe Griffin
MV Mr. Sidney
MV Hilda Lab
MV Sailfish
MV Seacor Washington
MV Seacor Vanguard
Nalco Holding Company
Nalco Finance Holdings LLC
Nalco Finance Holdings Inc.
Nalco Holdings LLC
Nalco Company
Nautical Ventures, LLC
Nautical Solutions, LLC
O'Brien's Response Management, Inc.
Ocean Runner, Inc.
Oceanering International, Inc.

Offshore Cleaning Systems L.L.C.
Offshore Service Vessels, LLC
Offshore Inland Marine & Oilfield Services, Inc.
Ranger Offshore, Inc.
Reel Pipe, LLC
Schlumberger, Ltd.
Seacor Marine, LLC
Seacor Marine, Inc.
Seacor Marine International, Inc.
Siemens Financial, Inc.
Seafairer Boat, LLC
State Street Bank and Trust Company
Subsea 7 LLC
The Response Group, Inc.
TestAmerica, Inc.,
Tiburon Divers, Inc.
Tidewater Marine LLC
Tiger Safety, LLC
TL Wallace
Transocean Inc.
Transocean Deepwater, Inc.
Transocean Drilling (U.S.A.) Inc.
Transocean Enterprise Inc.
Transocean Holdings Inc.
Transocean Holdings LLC
Transocean Ltd.
Transocean Offshore Deepwater Drilling, Inc.
Transocean Offshore USA, Inc.
Triton Asset Leasing GmbH
Triton Hungary Asset Management KFT
Triton Hungary Asset Management Limited Liability Company
USES/Construct Corps
Weatherford International Ltd.
Weatherford U.S. L.P.
Worley Catastrophe Services, LLC
Worley Catastrophe Response, LLC

RESOLUTION R2011 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; MEMORIALIZING AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS TO COLLECT AND SETTLE FOR LOST TOURIST DEVELOPMENT TAX AND TOLL REVENUE CLAIMS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County wishes to accept payment from BP for lost tourist development tax (TDT) collections and Bob Sikes Toll Facility revenues for the June 2010 to September 2010 collection months; and

WHEREAS, pursuant to §125.0104, Fla. Stat., and ch. 125, Fla. Stat., a board of county commissioners is the appropriate legal entity to collect and settle lost tourist development tax claims; and

WHEREAS, Escambia County is responsible for Bob Sikes Toll Facilities revenues; and

WHEREAS, the Escambia County Attorney has opined that the Escambia County Board of County Commissioners is the appropriate legal entity to collect such lost revenues; and

WHEREAS, the Escambia County Board of County Commissioners finds it is in the best interest of the public to pursue and satisfy these claims for lost tourist development taxes (TDT) and toll revenues; and

WHEREAS, execution of a release is an appropriate method by which such claims could be settled and the Chairman of the Escambia County Board of County Commissioners is the appropriate person to sign a release on behalf of 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 incorporates them herein by reference.

SECTION 2. The Board of County Commissioners is the appropriate legal entity to collect such lost revenues.

SECTION 3. The Chairman of the Board of County Commissioners is authorized to execute the Partial Release and Covenant Not to Sue on behalf of Escambia County.

SECTION 4. 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

(SEAL)

ALISON PERDUE ROGER
COUNTY ATTORNEY
BOARD CERTIFIED CITY, COUNTY, AND
LOCAL GOVERNMENT LAW

CHARLES V. PEPPLER
DEPUTY COUNTY ATTORNEY
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

STEPHEN WEST
ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED REAL ESTATE LAW

RYAN E. ROSS
ASSISTANT COUNTY ATTORNEY

KRISTIN D. HUAL
ASSISTANT COUNTY ATTORNEY

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY**

**221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502**

**TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979**



Information Item #: 1.

County Attorney's Report

Date: 02/17/2011
From: Charles V. Peppler, Deputy County Attorney

FOR INFORMATION:

Recommendation: That the Board accept the attached information concerning *Murfey Thomas and Mattie Thomas v. Escambia County, Florida* (Case No. 1D10-3232).

This office moved for final summary judgment contending that there were no genuine issues of material fact that had been raised by Mr. and Mrs. Thomas so that Escambia County was entitled to a judgment as a matter of law. Judge Linda Nobles granted the motion agreeing with the County's position that the County had no control of and was not in possession of the part of Town and Country Plaza premises (formerly the premises used by Jo-Ann Fabrics) being used by FEMA and EMD to process claims for financial assistance for those displaced by Hurricane Katrina. Mr. and Mrs. Thomas had sued the County for personal injuries sustained by Mrs. Thomas when she fell over an extension cord alleging the County was negligent in placement of the cord.

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Because the decision from the First District Court of Appeal is a *per curiam* affirmance, the Thomases have no right to bring any further appellate proceedings in the Florida Supreme Court. The Thomases have the right to move for rehearing and for rehearing *en banc*, a proceeding in which all of the judges of the First District Court are requested to hear an appeal. However, because of the *per curiam* affirmance, these motions are rarely granted. The Thomases have fifteen days in which to move for rehearing. Once that time elapses and no motion for rehearing has been filed, then the attached opinion becomes final.

Attachments

Per Curiam Order

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

MURFEY THOMAS and
MATTIE THOMAS,

Appellants,

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

CASE NO. 1D10-3232

v.

ESCAMBIA COUNTY, a
political subdivision of the State
of Florida,

Appellee.

Opinion filed February 4, 2011.

An appeal from the Circuit Court for Escambia County.
Linda L. Nobles, Judge.

Wm. Jemison Mims, Jr., of Levin, Papantonio, Thomas, Mitchell, Rafferty &
Proctor, P.A., Pensacola, for Appellants.

Alison P. Rogers, County Attorney, and Charles V. Peppler, Deputy County
Attorney, Pensacola, for Appellee.

PER CURIAM.

AFFIRMED.

WOLF, HAWKES, and WETHERELL, JJ., CONCUR.