

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 –April 7, 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 Robertson.
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 - Plaque recognizing Escambia County for achieving Leadership in Energy and Environmental Design (LEED) gold certification for the Escambia County Central Office Complex.

7. Adoption/Ratification of Proclamations

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

A. Adopt the Proclamation commending and recognizing the "Northwest Florida Paralegal Association" for its thirty years of service to the legal profession and the community at large;

B. Adopt the Proclamation proclaiming April 2011 as "National Donate Month" in Escambia County;

C. Adopt the Proclamation proclaiming April 10-16, 2011, as "Public Safety Telecommunicators' Week" in Escambia County;

D. Adopt the Proclamation proclaiming April 16, 2011, as "Pensacola's Kids' Fishing Clinic Day" in Escambia County;

E. Ratify the Proclamation, dated March 16, 2011, proclaiming April 4-8, 2011, as "Youth Success Week" in Escambia County; and

F. Ratify the Proclamation, dated March 23, 2011, commending and congratulating Jimmie L. Powell, Emergency Medical Specialist, Emergency Medical Services Division, Public Safety Department, on his retirement after 12 years of faithful and dedicated service as a County Employee.

8. Written Communication - December 1, 2010, communication from Susan L. Milstid requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 43A Murphy Lane.

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

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

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-606

Item #: 7.

BCC Regular Meeting

Date: 04/07/2011
Issue: Adoption/Ratification of Proclamations
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

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

- A. Adopt the Proclamation commending and recognizing the "Northwest Florida Paralegal Association" for its thirty years of service to the legal profession and the community at large;
- B. Adopt the Proclamation proclaiming April 2011 as "National Donate Month" in Escambia County;
- C. Adopt the Proclamation proclaiming April 10-16, 2011, as "Public Safety Telecommunicators' Week" in Escambia County;
- D. Adopt the Proclamation proclaiming April 16, 2011, as "Pensacola's Kids' Fishing Clinic Day" in Escambia County;
- E. Ratify the Proclamation, dated March 16, 2011, proclaiming April 4-8, 2011, as "Youth Success Week" in Escambia County; and
- F. Ratify the Proclamation, dated March 23, 2011, commending and congratulating Jimmie L. Powell, Emergency Medical Specialist, Emergency Medical Services Division, Public Safety Department, on his retirement after 12 years of faithful and dedicated service as a County Employee.

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, paralegals are vital resources in law firms, governmental entities, private corporations, and businesses; they perform valuable services for and under the direction of an attorney and their work requires a thorough knowledge of legal concepts and facts; and

WHEREAS, the assistance of paralegals reduces the cost of providing legal services; and

WHEREAS, the Northwest Florida Paralegal Association was established in 1981 as an association dedicated to encouraging the ethical and professional growth of paralegals in the northwest Florida area, by providing continuing education to members of the paralegal profession; and

WHEREAS, for the past thirty years, the Northwest Florida Paralegal Association has also served the community through its charitable donations and service.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby commend and recognize the Northwest Florida Paralegal Association for its thirty years of service to the legal profession and the community at large.

**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: April 7, 2011

PROCLAMATION

WHEREAS, one of the most meaningful gifts that one human being can bestow upon another is the gift of life; and

WHEREAS, approximately 28,000 Americans receive a life-saving organ transplant every year; and

WHEREAS, every 10 minutes, a new patient is added to the National Patient Waiting List for an organ transplant; and

WHEREAS, more than 110,000 men, women and children are currently on the National Patient Waiting List for organ transplantation. More than 3,800 of those waiting live in Florida; and

WHEREAS, on average of 17 people die every day awaiting an organ transplant that does not come in time, and thousands more could benefit from life-improving tissue transplants each year; and

WHEREAS, one organ, tissue and eye donor can save or enhance the lives of as many as eight people and improve the lives of dozens more; and

WHEREAS, everyone is a potential organ, eye and tissue donor. Donors can register their wishes to save lives through organ and tissue donation at www.DonateLifeFlorida.org or can designate their wish on their driver's license; and

WHEREAS, the State supports Donate Life Florida's life-saving mission, and the U.S. Congress declared a week in April as "National Organ and Tissue Donor Awareness Week" beginning in 1983; and

WHEREAS, former U.S. Secretary of Health and Human Services, Tommy Thompson, declared April as "National Donate Life Month" in 2003.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of April 2011 as "**DONATE LIFE MONTH**" in Escambia County and encourages all Florida residents to consider giving life through organ donation and to sign up on Florida's Organ and Tissue Donor Registry, by visiting www.DonateLifeFlorida.org or to make the designation when renewing their driver's license or State identification card.

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

Deputy Clerk

Adopted: April 7, 2011

PROCLAMATION

WHEREAS, Escambia County Public Safety Communications personnel provide the vital link between emergency medical, fire-rescue and law enforcement services and citizens who call 9-1-1 for help; and

WHEREAS, the daily regimen of Public Safety Telecommunicators is filled with life-or-death crisis situations to which they must respond calmly, confidently and with utmost precision; and

WHEREAS, although innumerable individuals owe their lives to the heroic efforts provided by Public Safety Telecommunicators, the tremendous value of their service is not often publicly lauded; and

WHEREAS, Escambia County Public Safety Communication personnel routinely answer 15,000 emergency calls and process approximately 15,000 additional telephone calls each month; and

WHEREAS, these individuals are vigilant in their duties 24 hours per day, 365 days per year, providing the appropriate response to the given situation which is critical to the protection of our citizens' lives and preservation of their property.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of April 10 – 16, 2011,

"PUBLIC SAFETY TELECOMMUNICATORS' WEEK"

in Escambia County and encourages all citizens to honor emergency dispatchers and call-takers, whose diligence and professionalism keep our County and its citizens safe.

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

Deputy Clerk

Adopted: April 7, 2011

PROCLAMATION

WHEREAS, the Pensacola Recreational Fisherman's Association sponsors the "Kids' Fishing Clinic" on an annual basis; and

WHEREAS, in 2010 there were approximately 916 children and over 3,000 adults who participated in this event; and

WHEREAS, 2011 will mark the event's 13th year in Pensacola; and

WHEREAS, the "Kids' Fishing Clinic" will be held at the City of Pensacola's newest public park, Plaza de Luna at Pensacola Pier; and

WHEREAS, with the funds raised each child will be given a rod, reel, hook and weights, so they can enjoy a day of fishing using their own equipment; and

WHEREAS, each child will receive a free T-shirt with the sponsors' names, in the shape of a fish, on the back of the shirt; and

WHEREAS, hot dogs, hamburgers, chips, cookies, drinks and ice cream will be provided for the children and adults who attend the event; and

WHEREAS, dedicated volunteers will teach the participating youth about safety, gear, regulations and the importance and value of our natural resources.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims April 16, 2011, to be

"PENSACOLA'S KIDS' FISHING CLINIC DAY"

in Escambia County and on behalf of its citizens expresses gratitude to the many dedicated volunteers who participate annually in this fun and worthwhile event for Escambia County's children.

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Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, District Four

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

Deputy Clerk

Adopted: April 7, 2011

PROCLAMATION

WHEREAS, Florida's juvenile crime problem has ramifications reaching far beyond the Juvenile Justice System and affects the health and integrity of the State's business, community, education, and family institutions; and

WHEREAS, the Juvenile Justice System must provide strong prevention and early intervention services for at-risk youth and minor offenders, as well as, opportunities for rehabilitation for the more serious juvenile offender; and

WHEREAS, Juvenile Justice Programs can and have helped at-risk children and their families stay crime-free, leading to fewer crimes and more saved lives; and

WHEREAS, Escambia County joins forces with the Department of Juvenile Justice, local businesses, law enforcement, schools, the judiciary, faith-based community organizations, and other concerned citizens in support of programs that prevent juvenile crime and improve youth prevention and intervention services; and

WHEREAS, the citizens of Escambia County need to join together in the fight against crime in our community and to take part in stopping or preventing juvenile delinquency.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 4 - 8, 2011, as

"YOUTH SUCCESS WEEK"

in Escambia County, and calls upon all the citizens of our community to embrace this year's theme "**Celebrate, Motivate and Empower Youth for Success**" in celebration of all the successes in strengthening families and in turning around the lives of troubled youth.

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



Kevin W. White, Chairman
District Five

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Gene M. Valentino, District Two

Marie Young, District 3

Grover C. Robinson, IV, District 4

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk

Dated: March 16, 2011



PROCLAMATION

WHEREAS, Jimmie L. Powell worked as a County employee very faithfully for 12 years, retiring as an Emergency Medical Specialist with the Public Safety Bureau, Emergency Medical Services Division.

WHEREAS, Jimmie L. Powell has served faithfully and diligently for Escambia County Emergency Medical Services as a Field Training Officer since April 2006 and as an Alternate Supervisor since late 2009. He has served on multiple committees and assisted EMS Administration on a variety of special projects. With care and compassion, he has demonstrated his loyalty and commitment to the citizens and visitors of Escambia County.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Jimmie L. Powell for 12 years of faithful and dedicated service as a County employee.

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



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Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**



Ernie Lee Magaha
Deputy Clerk

Dated: March 23, 2011

Attention Sandra Day

12-01-2016

RECEIVED

Susan L
~~Sue~~ Militiel Purchased a piece
 of Property at 43A Murphy Lane
 Pensacola with a code Problem.
 I cleared up and stopped there case.
 I would like to Asked forgiveness
 for fines Assessed to this Property

Thank You
~~Sue~~ Militiel
 Susan L.

Property reference Number 4715301101007024
 Code Enforcement Case Number CE07-09-0100

Call 850-712-4526



BOARD OF ~~MEMBERS~~ MEMBERS

*Info Only
Not Rec in
Agenda
Summ in July
Court - Can base over*

ORGANIZATION: Corrections Bureau
FROM: Gordon Pike, Bureau C
DATE: March 2, 2011
ISSUE: Environmental (Code) Enforcement Lien Relief – 43-A Murphy Lane

RECOMMENDATION:

That the Board review and consider lien relief request made by Ms. Susan Milstid against property located at 43-A Murphy Lane.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

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

Ms. Susan Milstid has no other recourse, but to appeal before the Board under Written Communication.

BACKGROUND:

September 6, 2007 the Office of Environmental Enforcement received a complaint on 43-A Murphy Lane for overgrowth, trash, debris and deteriorated structure.

Notice of violations were hand delivered to owners, Ron and Linda Adams on September 07, 2007 and signed for by James E Hurst, Jr.

A certified notice of violation was mailed certified to the owner and returned signed for by Linda J Adams on November 18, 2007.

Owner failed to abate violations and case was prepared for Special Magistrate. Hearing was held on March 24, 2009 and owner was found to be in violation. Fines were assessed at \$20.00 per day starting July 23, 2009 if violations are not abated. \$1,100.00 court cost was awarded to the county.

BCC: 04-7-2011
RE: Environmental Enforcement Lien Relief-43-A Murphy Lane
Date: March 2, 2011
Page 2 of 3

In October 2009 the property was deeded to Susan Milstid. The quick claim deed was recorded in Official Records Book 6538 Page 1950. The new owner and her husband were aware of the pending order against this property.

Escambia County Environmental Enforcement took actions to abate violations and put property out for bid. Contact was made with David Milstid who advised us he purchased the property and will do the abatements himself. This conversation took place in September 2009. I informed Mr. Milstid of the daily fines accruing and he stated to me "That's okay I'll just go to the Board and ask for forgiveness".

The fines of \$20.00 per day started 7/23/2009 and ended 07/23/2010 with a total of \$7,300.00. Court cost awarded was \$1,100.00. Total cost is \$8,400.00. Ten months of these fines accrued due to Mr. Milstid request to abate violations himself.

A \$400.00 citation was issue to David Milstid on October 20, 2009 for an illegal fire that got out of control. Items that were burned were hazardous material, volatile compounds such as paint, plastic coated material, lumber and insulation. To date this citation is unpaid.

Attached is a copy of his letter along with the bullets from the case.

BUGETARY IMPACT:

The itemized costs shown in the code enforcement lien are:

A. Administrative Cost:	\$1,100.00
B. Daily Fines:	<u>\$7,300.00</u>
TOTAL	\$8,400.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

BCC: 04-7-2011

RE: Environmental Enforcement Lien Relief-43-A Murphy Lane

Date: March 2, 2011

Page 3 of 3

IMPLEMENTATION REQUIREMENTS:

N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

CONCUR: Charles R. Oliver

Charles R. "Randy" Oliver, CPA PE

County Administrator



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 43-A Murphy Lane
Property Owner: Ron & Linda Adams
Original Complaint: Trash, overgrowth, and dilapidated structure
EE Case #: CE07090100

- 09/06/07 Complaint recorded
- 09/07/07 Inspection reveals trash & debris, overgrowth, inoperable vehicle, and deteriorated structure
- 09/07/07 Notice of Violation hand delivered and signed by James E. Hurst, Jr
- 09/07/07 Property posted with the Notice of Violation
- 09/07/07 Escambia County Property Appraiser's website listed the owner as Ronald P & Linda J Adams
- 10/08/07 Re-inspection revealed the violations remained
- 10/12/07 Certified letter / Notice of Violation / sent to Ronald P & Linda J Adams, 41-B Murphy Lane, Pensacola, FL 32505
- 10/18/07 Certified letter / Notice of Violation / returned signed by Linda Adams
- 11/20/07 Escambia County Tax Collector's website listed the owner as Ronald P & Linda J Adams
- 11/29/07 Title search revealed the title vested in Ronald P & Linda J Adams
- 07/24/08 Property posted with a Notice of Violation addressing the Unsafe Building Conditions
- 02/18/09 Certified letter / Special Magistrate hearing / sent to Ronald P & Linda J Adams, 41-B Murphy Lane, Pensacola, FL 32505
- 02/20/09 Certified letter / Special Magistrate hearing / electronic receipt signed by James Hurst
- 03/03/09 Certified letter / Special Magistrate Continuance Order / sent to Ronald P & Linda J Adams, 41-B Murphy Lane, Pensacola, FL 32505
- 03/24/09 Special Magistrate hearing / \$20.00 per day commencing 7/23/09 if not in compliance – Lien of \$1,100.00 awarded to Escambia County
- 03/25/09 Certified letter / Special Magistrate Continuance Order / returned "Unclaimed"
- 03/25/09 Certified letter / Order / sent to Ronald P & Linda J Adams, 41-B Murphy Lane, Pensacola, FL 32505
- 03/30/09 Order recorded in Official Records Book 6442 Page 293-297
- 03/30/09 Certified letter / Order / electronic receipt signed by L Adams
- 07/22/09 Re-inspection reveals the violations remain
- 08/25/09 Certified letter / Final Notice / sent to Ronald P & Linda J Adams, 41-B Murphy Lane, Pensacola, FL 32505
- 09/21/09 Certified letter / Final Notice / returned "Unclaimed"

➤ 07/23/10 Owner abated the property

Lien amount	\$1,100.00
Fines (\$20.00 per day 7/23/09-7/23/10)	<u>\$7,300.00</u>
TOTAL	\$8,400.00

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

NOTE: There is an open CE091000243 case for 43-A Murphy Ln in which a citation for a burn barrel fire out of control was issued to David J Milstid in the amount of \$400.00.

This property was deeded to Susan Milstid in October 2009 and the new owner was aware there was a code enforcement lien on the property. The Quit Claim deed is recorded in Official Records Book 6538 Page 1950

CITATION
STATE OF FLORIDA, COUNTY OF ESCAMBIA

Case No
CE091000243

In the name of Escambia County, Florida; the undersigned certifies that he/she observed and further has just and reasonable grounds to believe that on 10/20/2009

Name: MILSTID DAVID J
Address: 47 MURPHY LN
PENSACOLA, FL 32505

Driver's Lic # /Exp /State: M423-170-62-424-0/ 2010/ FL
Birthdate /Ethnicity /Ht: 1962-11-24/ Caucasian/ 5'11
Social Security Number: 0

At (Location): 43 MURPHY LN A, PENSACOLA, FL

In Escambia County, Florida, did commit the offense (s) In violation of Escambia County Ordinance No(s):

COO 82-15 ILLEGAL BURNING

Civil Penalty \$400.00

Total Civil Penalty \$400

Reasonable Cause Summary:

ON 10/20/09 FIRE DISPATCH REQUESTED WE RESPOND TO 43 MURPHY LANE A REFERENCE A BURN BARREL FIRE THAT GOT OUT OF CONTROL AT THIS LOCATION. I RESPONDED AT 1337 HRS AND MADE CONTACT WITH FIRE DISPATCH. I OBSERVED A LARGE PORTION OF RUBBISH THAT HAD BEEN BURNED THAT CONTAINED HAZARDOUS MATERIALS AND VOLATILE COMPOUNDS (PAINTED/COATED METALS, PLASTICS, LUMBER, FABRICS, INSULATION, ETC.). THE BURN BARREL DID NOT MEET SETBACKS FOR A LEGAL BURN. I MADE CONTACT WITH MR. MILSTID WHO STATED THAT HE WAS 'JUST BURNING BOARDS AND THE FIRE GOT OUT OF HAND'. THE RESULTS OF THE FIRE CAUSED IRREPAIRABLE & IRREPLACEABLE DAMAGE TO THE ENVIRONMENT.



DATE: 10/20/2009

SIGNATURE OF VIOLATOR

___ Mandatory Court Appearance (MC Blanchard Judicial Building, 190 Governmental Center, Pensacola, FL 32501)*

Date you shall appear: _____ Time: _____ AM ___PM

I swear the above and attached statements are true and correct to the best of my knowledge and belief.

Sworn to the subscribed on 10/20/2009.

FINE PAID:

Amount: _____
Date: _____
Received by: _____

Date of Issuance: _____
Officer Badge Number: _____
Issued by (Officer): _____
Officer Signature: _____



IMPORTANT INSTRUCTIONS

I AGREE TO DO ONE OF THE FOLLOWING TWO THINGS

1. If I want to admit the violation, I will pay the civil penalty (penalties) within ten (10) days of the date of this citation. If I pay after this date, I understand I will be charged an additional delinquent fee per penalty. If I pay the civil penalty, I understand I will be deemed to have admitted a civil infraction.

2. If I fail to pay the total civil penalty indicated above, I understand that this case will be filed with the Escambia County Court System, and I will be afforded the opportunity to enter my plea of not guilty, and request a date for trial at that time. If I choose not to pay the civil penalty, I understand that I must appear in court. If an individual contests the violation and after trial is found in violation of the provisions of the ordinance, he/she shall be guilty of a civil infraction punishable by a fine of not more than \$500.00. I UNDERSTAND THAT IF I HAVE NOT PAID THE CIVIL PENALTY, AND FAIL TO APPEAR IN COURT, I SHALL WAIVE MY RIGHT TO CONTEST THE CITATION AND THAT JUDGEMENT MAY BE ENTERED AGAINST ME FOR AN AMOUNT UP TO \$500.00.

*If you are scheduled for mandatory court appearance, the date and time you are to appear are as listed above. You will receive no other notice. You do not have an option to pay the civil penalty before the court appearance.

Checks should be made payable to: Clerk of the Circuit Court
M.C. Blanchard Judicial Building
190 Governmental Center, Pensacola, FL 32501
(850) 595-4185

Escambia County Florida Clerk of the Circuit Court
Courtviewer Records Search

CASE

Case Number 2009 CO 028016 A Case Judge IV / JOHNSON, THOMAS E
Case Type COUNTY ORDINANCE File Date 10/29/2009
Case Action Code Case Status CLOSED

PARTIES

Rcd Party Type Name Race Gender D.O.B. / D.O.D.
1 Defendant MILSTID, DAVID J XRef-ID: 623858 11/24/1962
Address: 47 MURPHY LN PENSACOLA FL 32505 (Home Address on 10/29/2009)

PARTY CHARGE SUMMARY

Rcd Chg/Cnt Phase Charge Description Charge Disposition Disposition Date
1 Court COUNTY CODE ENFORCEMENT UNPAID CIVIL PENALTY REDUCED TO 01/12/2010
ORDINANCE VIOLATION LIEN/JUDGMENT

DISPOSITIONS

Rcd Status Status Date Disposition Code Disp Date Judge
1 CLOSED 10/29/2009 UNPAID CIVIL PENALTY REDUCED TO 01/12/2010 IV / JOHNSON , THOMAS E
LIEN/JUDGMENT

DOCKETS

Rcd Date Description Document Tag #
1 10/29/2009 NEW CASE AFFIDAVIT PROCESSED
2 10/29/2009 COUNTY CODE ENFORCEMENT ORD R98-171
Charge #1: COUNTY CODE ENFORCEMENT ORDINANCE VIOLATION
3 10/29/2009 CITATION FILED
4 01/12/2010 JUDGMENT ENTERED FOR UNPAID CIVIL PENALTY REGARDING COUNTY
CODE ENFORCEMENT CITATION

EVENTS

No Information available - See Dockets

FINANCIAL SUMMARY - COSTS AND FINES

Rcd Docket Application Owed Paid Dismissed Due
1 Court costs \$400.00 \$.00 \$.00 \$400.00
TOTAL \$400.00 \$.00 \$.00 \$400.00

FINANCIAL SUMMARY - HOLDING

No Information available - See Dockets

FINANCIAL SUMMARY - DISBURSEMENTS

No Information available - See Dockets

RECEIPTS

No Information available - See Dockets

TICKLERS

Rcd	Entry Date	Description	Days Due	Due Date	Notices	Extensions	Completed Date
1	10/20/2009	10 DAYS COUNTY CODE ENFORCEMENT TICKLER	10	10/30/2009	0	0	01/12/2010

CITATIONS

None

ADDITIONAL CIVIL

None

CLAIMANTS

None

ADDITIONAL FIELDS

None

CRIMINAL OBTS

PARTY CHARGE SUMMARY

Rcd	Chg/Cnt	Phase	Charge Description	Charge Disposition	Disposition Date
1		Court	COUNTY CODE ENFORCEMENT ORDINANCE VIOLATION	UNPAID CIVIL PENALTY REDUCED TO LIEN/JUDGMENT	01/12/2010

CHARGE NUMBER 1

BASIC PHASE - Charge 1

OBTS Number	Agency	Escambia County Code Enforcement
Agency Number Type	Agency Number	CE091000243
CITATION NUMBER (OTHER THAN UTC)		

INITIAL PHASE - Charge

Charge Status	Notice To Appear	Offense Begin Dt	10/20/2009
Charge/Count	1	Offense End Dt	10/20/2009
Action Code	COCODE	Capias/Summons Issued	
Level/Degree	Misdemeanor Infraction	Arrest/Summons Served	10/20/2009
F.S.S.	8888888888	Offense Activity	Not Applicable
Gen Offense Char	Not Applicable	Drug Type	Not Applicable
Charge Description	COUNTY CODE ENFORCEMENT ORDINANCE VIOLATION		

PROSECUTOR PHASE - Charge

COURT PHASE - Charge 1

Charge Status	Same	Final Plea / Date	NOT APPLICABLE
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Charge/Count		Court Action / Date	NOT APPLICABLE 01/12/2010
Action Code	COCODE	Trial Type	None- No Trial
Level/Degree	Misdemeanor Infraction	Judge	IV / JOHNSON, THOMAS E
F.S.S.	88888888888	Offense Activity	Not Applicable
Gen Offense Char	Not Applicable	Drug Type	Not Applicable
Charge Description	COUNTY CODE ENFORCEMENT ORDINANCE VIOLATION		

POST SENTENCE PHASE - Charge 1

REARREST PHASE - Charge 1

SENTENCE PHASE - Charge 1

Miscellaneous Sentencing Options

1 UNPAID CIVIL PENALTY REDUCED TO LIEN

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THE OFFICE OF THE CLERK TO THE BOARD
ESCAMBIA COUNTY GOVERNMENTAL COMPLEX, SUITE 130**

CLERK OF THE COURTS & COMPTROLLER'S REPORT
April 7, 2011

I. CONSENT AGENDA

1. Acceptance of Reports

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

A. The following two Payroll Expenditures:

(1) Pay Date March 18, 2011, in the amount of \$2,259,905.19; and

(2) Pay Date April 1, 2011, in the amount of \$2,185,977.86;

B. The following three Disbursements of Funds:

(1) March 10, 2011, to March 16, 2011, in the amount of \$12,072,951.15;

(2) March 17, 2011, to March 23, 2011, in the amount of \$3,014,305.79; and

(3) March 24, 2011, to March 30, 2011, in the amount of \$3,480,535.05; and

C. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the February 2011 returns received in the month of March 2011.

(TO BE DISTRIBUTED UNDER SEPARATE COVER)

2. Write-Off Accounts Receivable

Recommendation: That the Board adopt the Resolution authorizing the write-off of \$303,174.56 in accounts receivable recorded in the Emergency Medical Services (EMS) Fund of the County that have been determined to be uncollectible bad debts.

3. Acceptance of CAFR

Recommendation: That the Board accept, for filing with the Board's Minutes, the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30, 2010, as prepared by the Finance Department of the Clerk of the Circuit Court & Comptroller's Office, and audited by O'Sullivan Creel, LLP, Certified Public Accountants and Consultants.

4. Disposition of Records

Recommendation: That the Board approve the following two Records Disposition Documents:

A. Records Disposition Document No. 452, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 469 and 470), for the period October 7, 2010, through December 16, 2010, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed; and

B. Records Disposition Document No. 453, for disposition of Board of County Commissioners' Records, Item 70a, Bid Records: Capital Improvement Successful Bids, for the period December 10, 1990, through May 22, 1995, in accordance with State Retention Schedule GS1.

5. Acceptance of Documents

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

A. Closing documents relating to the sale of surplus property, located at 2008 North "S" Street, to Good Works Baptist Church, Inc., as approved by the Board on February 18, 2011, executed by the Chairman on March 7, 2011, and received in the Clerk to the Board's Office on March 9, 2011;

B. The letter dated March 25, 2011, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, advising that the District's audited financial statements for the Fiscal Year ended September 30, 2010, are available for viewing on its website at <http://www.nwfwmd.state.fl.us> in the Business and Finance section, as received in the Clerk to the Board's Office on March 29, 2011; and

C. The recorded Residential Rehab Grant Program Lien Agreement with Cynthia A. Vargas, in the amount of \$3,344, for property located at 4 Greve Court, as approved by the Board on November 18, 2010, and recorded in Official Records Book 6703, at Page 1828, on March 29, 2011.

6. Minutes and Reports

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 March 17, 2011; and
- B. Approve the Minutes of the Regular Board Meeting held March 17, 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: 04/07/2011
Issue: Acceptance of Reports
From: Doris Harris

Information

Recommendation:

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

A. The following two Payroll Expenditures:

- (1) Pay Date March 18, 2011, in the amount of \$2,259,905.19; and
- (2) Pay Date April 1, 2011, in the amount of \$2,185,977.86;

B. The following three Disbursements of Funds:

- (1) March 10, 2011, to March 16, 2011, in the amount of \$12,072,951.15;
- (2) March 17, 2011, to March 23, 2011, in the amount of \$3,014,305.79; and
- (3) March 24, 2011, to March 30, 2011, in the amount of \$3,480,535.05; and

C. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the February 2011 returns received in the month of March 2011.

(TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

20110407 CR I-1



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
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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
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 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

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

Pay Date: March 18, 2011

Check No: 50020245 - 50020288	\$32,032.41
Direct Deposits:	\$1,166,775.35
Total Deductions and Matching Costs:	\$1,061,097.43
Total Expenditures:	\$2,259,905.19

MAR 16 3:20
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL



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ERNIE LEE MAGAHA
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ESCAMBIA COUNTY, FLORIDA

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 TRAFFIC DIVISION
 TREASURY

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

Pay Date: April 1, 2011

Check No:	\$0.00
Direct Deposits:	\$1,143,131.48
Total Deductions and Matching Costs:	\$1,042,846.38
Total Expenditures:	\$2,185,977.86

2011 MAR 31 A 10:16
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 ERNIE LEE MAGAHA



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 TREASURY

Escambia County, Florida
 Disbursement of Funds From: 03/10/11 to 03/16/11

DISBURSEMENTS

Computer check run of:	03/16/11	\$	<u>1,904,306.79</u>
	<u>L-Vendor</u>	\$	<u>0.00</u>
Hand-Typed Checks:		\$	<u>0.00</u>
Disbursement By Wire:			
Debt Service Payment		\$	<u>0.00</u>
Elected Official		\$	<u>0.00</u>
Preferred Governmental Claims		\$	<u>32,705.86</u>
Dental Insurance		\$	<u>51,603.58</u>
Credit Card Purchases		\$	<u>18,006.00</u>
Civic Center		\$	<u>66,328.92</u>
Investments		\$	<u>10,000,000.00</u>
Total Disbursement by Wire		\$	<u>10,168,644.36</u>
TOTAL DISBURSEMENTS		\$	<u><u>12,072,951.15</u></u>

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 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
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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.



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

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

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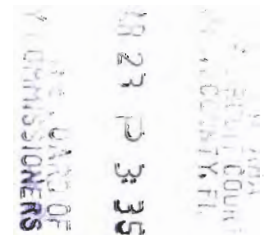
Escambia County, Florida
 Disbursement of Funds From: 03/17/11 to 03/23/11

DISBURSEMENTS

Computer check run of:	03/23/11	\$	<u>2,876,362.76</u>
	<u>L-Vendor</u>	\$	<u>87,869.70</u>
Hand-Typed Checks:		\$	<u>0.00</u>
Disbursement By Wire:			
Debt Service Payment		\$	<u>0.00</u>
Elected Official		\$	<u>0.00</u>
Preferred Governmental Claims		\$	<u>30,324.54</u>
Credit Card Purchases		\$	<u>19,748.79</u>
Total Disbursement by Wire		\$	<u>50,073.33</u>
TOTAL DISBURSEMENTS		\$	<u><u>3,014,305.79</u></u>

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.





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

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

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 TREASURY

Escambia County, Florida
 Disbursement of Funds From: 03/24/11 to 03/30/11

DISBURSEMENTS

Computer check run of: 03/30/11 \$ 2,686,163.24
L-Vendor \$ 0.00

Hand-Typed Checks: \$ 83,020.00

Disbursement By Wire:

Debt Service Payment \$ 683,148.75
 Elected Official \$ 0.00
 Preferred Governmental Claims \$ 0.00
 Dental Insurance \$ 0.00
 Credit Card Purchases \$ 28,203.06

2011 MAR 30 P 4:43
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 ERNIE LEE MAGAHA

Total Disbursement by Wire \$ 711,351.81

TOTAL DISBURSEMENTS \$ 3,480,535.05

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.



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: 04/07/2011
Issue: Write-Off Accounts Receivable
From: Doris Harris

Information

Recommendation:

Recommendation: That the Board adopt the Resolution authorizing the write-off of \$303,174.56 in accounts receivable recorded in the Emergency Medical Services (EMS) Fund of the County that have been determined to be uncollectible bad debts.

Attachments

20110407 CR I-2



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
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ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

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 TRAFFIC DIVISION
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MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: March 14, 2011

SUBJECT: Write off Accounts Receivable

MAR 23 10 54 AM
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of \$303,174.56 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs from EMS Ambulance Billings as explained in the attached memorandum from the Department. Per the Department's memorandum, these accounts have been passed through all phases of the collection process and have been determined to be uncollectible.

PLS/JC/nac

Attachment

RESOLUTION R2011-

WHEREAS, certain accounts totaling \$303,174.56 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in Attachment "A" and made a part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

NOW THEREFORE, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out his duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

BE IT FURTHER RESOLVED, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

PUBLIC SAFETY BUREAU

INTEROFFICE MEMORANDUM

TO: Joyce Collins, Accountant I
Escambia County Clerk's Office

THRU: *Trisha K. Pohlmann*
Trisha K. Pohlmann, Manager
Business Operations Division

FROM: *Joe Scialdone*
Joe Scialdone, Billing Supervisor
Business Operations Division

DATE: March 16, 2011

RE: Bad Debt Write-off (4th Qtr FY 2009-2010 and 1st Qtr FY 2010-11)

Enclosed are the accounts from the specified period for processing as bad debt. These accounts have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to our secondary collection agency. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

As always, your assistance in processing these write-offs for action by the Board of County Commissioners is appreciated.

Please advise Trisha Pohlmann once it has been included in the Board agenda for its action.

TOTAL WRITE-OFF FOR APPROVAL: \$ 303,174.56

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2005-10-22	Run 27,444		254.05
2006-04-14	Run 9,427		19.61
2006-06-13	Run 15,381		191.67
2006-12-29	Run 34,326		215.87
2007-01-03	Run 247		241.96
2007-01-12	Run 1,138		216.96
2007-01-16	Run 1,501		73.77
2007-01-16	Run 1,509		37.14
2007-02-05	Run 3,367		191.96
2007-02-12	Run 4,083		223.21
2007-02-15	Run 4,526		223.21
2007-02-21	Run 4,996		235.71
2007-02-27	Run 5,659		168.57
2007-03-02	Run 5,952		198.21
2007-03-07	Run 6,480		235.71
2007-03-19	Run 7,792		210.71
2007-03-20	Run 7,877		204.46
2007-04-12	Run 10,274		210.71
2007-04-25	Run 11,626		215.71
2007-05-23	Run 14,423		198.21
2007-05-24	Run 14,532		248.21
2007-05-29	Run 15,052		235.71
2007-06-05	Run 15,791		241.96
2007-06-06	Run 15,826		229.46
2007-06-11	Run 16,384		248.21
2007-06-20	Run 17,298		210.71
2007-06-20	Run 17,326		198.21
2007-06-26	Run 17,909		216.96
2007-07-24	Run 20,723		198.21
2007-07-25	Run 20,834		178.57
2007-08-06	Run 22,134		205.71
2007-08-10	Run 22,478		173.57
2007-08-15	Run 22,973		198.21
2007-08-28	Run 24,317		198.21
2007-09-10	Run 25,589		620.00
2007-09-12	Run 25,806		347.36
2007-09-17	Run 26,361		204.46
2007-09-28	Run 27,414		216.96
2007-10-11	Run 28,660		173.57
2007-10-12	Run 28,765		223.21
2007-10-22	Run 29,849		154.82
2007-11-12	Run 31,857		450.00
2007-11-13	Run 31,952		190.71
2007-11-27	Run 33,266		775.00
2007-12-03	Run 33,919		205.71
2007-12-13	Run 34,981		190.71
2008-02-03	Run 3,288		188.23
2008-02-14	Run 4,336		157.83
2008-02-15	Run 4,437		1,060.00
2008-02-27	Run 5,692		196.00
2008-03-03	Run 6,136		242.22
2008-03-10	Run 6,780		410.00
2008-03-12	Run 6,978		222.96
2008-03-12	Run 6,979		490.00

4/7/2011
CR I-2

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2008-03-19	Run 7,684		490.00
2008-03-21	Run 7,842		210.12
2008-03-21	Run 7,908		15.54
2008-03-28	Run 8,487		171.95
2008-04-04	Run 9,166		430.00
2008-04-08	Run 9,557		210.12
2008-04-09	Run 9,686		222.96
2008-04-10	Run 9,741		197.28
2008-04-11	Run 9,892		255.06
2008-04-24	Run 11,130		318.22
2008-05-13	Run 13,008		242.22
2008-05-14	Run 13,089		222.96
2008-05-16	Run 13,286		197.28
2008-06-11	Run 15,706		222.96
2008-06-27	Run 17,220		331.06
2008-07-09	Run 18,236		410.00
2008-07-14	Run 18,726		226.53
2008-07-31	Run 20,311		220.88
2008-08-05	Run 20,710		470.00
2008-08-06	Run 20,816		420.00
2008-08-11	Run 21,205		227.43
2008-08-20	Run 21,979		201.23
2008-08-21	Run 22,067		220.88
2008-08-28	Run 22,786		201.23
2008-09-03	Run 23,297		420.00
2008-09-15	Run 24,408		207.78
2008-09-15	Run 24,409		227.43
2008-09-22	Run 25,180		220.88
2008-09-29	Run 25,705		220.88
2008-10-01	Run 25,910		201.23
2008-10-06	Run 26,323		207.78
2008-10-06	Run 26,349		220.88
2008-10-14	Run 27,083		227.43
2008-10-17	Run 27,373		201.23
2008-10-20	Run 27,624		220.88
2008-11-12	Run 29,612		227.43
2008-11-18	Run 30,121		220.88
2008-12-06	Run 31,839		615.39
2008-12-10	Run 32,151		227.43
2009-01-07	Run 573		347.06
2009-01-08	Run 636		232.19
2009-01-19	Run 1,629		218.45
2009-01-20	Run 1,728		232.19
2009-02-11	Run 3,738		239.06
2009-03-02	Run 5,563		218.45
2009-03-03	Run 5,653		225.32
2009-03-17	Run 7,173		232.19
2009-03-18	Run 7,268		239.06
2009-03-25	Run 7,942		420.00
2009-04-07	Run 9,286		107.20
2009-04-13	Run 9,848		218.45
2009-04-15	Run 10,051		239.06
2009-05-11	Run 12,621		218.45
2009-05-13	Run 12,790		239.06

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2009-08-13	Run 21,808		545.00
2009-10-07	Run 27,443		43.64
2009-12-22	Run 34,329		41.26
2010-01-06	Run 542		214.12
2010-01-16	Run 1,403		635.00
2010-02-22	Run 4,787		426.92
2010-02-25	Run 5,173		85.71
2010-02-28	Run 5,400		73.66
2010-03-03	Run 5,665		150.00
2010-03-05	Run 5,854		25.00
2010-03-13	Run 6,658		195.50
2010-03-13	Run 6,821		150.00
2010-03-17	Run 7,078		100.00
2010-03-18	Run 7,179		181.00
2010-03-21	Run 7,452		81.74
2010-03-24	Run 7,652		820.00
2010-03-27	Run 8,167		77.61
2010-03-28	Run 8,062		655.00
2010-04-01	Run 8,485		214.12
2010-04-01	Run 8,490		725.00
2010-04-01	Run 8,507		785.00
2010-04-01	Run 8,526		595.00
2010-04-01	Run 8,539		655.00
2010-04-01	Run 8,546		695.00
2010-04-01	Run 8,552		665.00
2010-04-02	Run 8,559		64.22
2010-04-02	Run 8,565		585.00
2010-04-02	Run 8,575		775.00
2010-04-02	Run 8,589		735.00
2010-04-02	Run 8,598		555.00
2010-04-02	Run 8,603		695.00
2010-04-02	Run 8,616		655.00
2010-04-02	Run 8,617		755.00
2010-04-02	Run 8,629		805.00
2010-04-03	Run 8,732		775.00
2010-04-03	Run 8,749		685.00
2010-04-03	Run 8,765		555.00
2010-04-03	Run 8,779		655.00
2010-04-03	Run 8,787		815.00
2010-04-03	Run 8,793		615.00
2010-04-03	Run 8,794		705.00
2010-04-03	Run 8,807		535.00
2010-04-03	Run 8,809		605.00
2010-04-03	Run 8,813		585.00
2010-04-03	Run 8,815		735.00
2010-04-04	Run 8,635		765.00
2010-04-04	Run 8,637		605.00
2010-04-04	Run 8,664		605.00
2010-04-04	Run 8,670		745.00
2010-04-04	Run 8,690		72.31
2010-04-04	Run 8,714		555.00
2010-04-04	Run 8,717		635.00
2010-04-05	Run 8,843		78.97
2010-04-05	Run 8,847		765.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-04-05	Run 8,848		100.00
2010-04-05	Run 8,850		77.62
2010-04-05	Run 8,856		500.00
2010-04-05	Run 8,865		19.34
2010-04-05	Run 8,866		745.00
2010-04-05	Run 8,868		705.00
2010-04-05	Run 8,901		645.00
2010-04-05	Run 8,997		565.00
2010-04-05	Run 9,008		725.00
2010-04-05	Run 9,014		715.00
2010-04-05	Run 9,016		645.00
2010-04-05	Run 9,017		605.00
2010-04-06	Run 8,904		545.00
2010-04-06	Run 8,922		555.00
2010-04-06	Run 8,923		615.00
2010-04-06	Run 8,950		625.00
2010-04-06	Run 8,951		20.00
2010-04-06	Run 8,962		150.00
2010-04-06	Run 8,963		1,055.00
2010-04-06	Run 8,965		545.00
2010-04-06	Run 8,984		745.00
2010-04-06	Run 8,992		595.00
2010-04-07	Run 9,024		745.00
2010-04-07	Run 9,034		745.00
2010-04-07	Run 9,042		635.00
2010-04-07	Run 9,043		645.00
2010-04-07	Run 9,046		705.00
2010-04-07	Run 9,063		735.00
2010-04-07	Run 9,078		745.00
2010-04-07	Run 9,085		17.28
2010-04-07	Run 9,108		755.00
2010-04-07	Run 9,109		605.00
2010-04-08	Run 9,142		655.00
2010-04-08	Run 9,143		755.00
2010-04-08	Run 9,147		575.00
2010-04-08	Run 9,152		715.00
2010-04-08	Run 9,159		91.10
2010-04-08	Run 9,165		655.00
2010-04-08	Run 9,174		595.00
2010-04-09	Run 9,222		575.00
2010-04-09	Run 9,223		150.00
2010-04-09	Run 9,226		605.00
2010-04-09	Run 9,231		705.00
2010-04-09	Run 9,247		815.00
2010-04-09	Run 9,252		605.00
2010-04-09	Run 9,263		705.00
2010-04-09	Run 9,275		725.00
2010-04-09	Run 9,282		535.00
2010-04-09	Run 9,287		655.00
2010-04-09	Run 9,306		635.00
2010-04-09	Run 9,308		595.00
2010-04-10	Run 9,341		150.00
2010-04-10	Run 9,378		735.00
2010-04-10	Run 9,395		565.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-04-10	Run 9,400		725.00
2010-04-10	Run 9,401		555.00
2010-04-10	Run 9,403		715.00
2010-04-10	Run 9,408		705.00
2010-04-10	Run 9,411		695.00
2010-04-11	Run 9,430		87.05
2010-04-11	Run 9,436		705.00
2010-04-11	Run 9,467		705.00
2010-04-11	Run 9,486		570.00
2010-04-11	Run 9,489		665.00
2010-04-11	Run 9,490		555.00
2010-04-12	Run 9,508		565.00
2010-04-12	Run 9,530		72.31
2010-04-12	Run 9,538		655.00
2010-04-12	Run 9,543		600.00
2010-04-12	Run 9,571		785.00
2010-04-12	Run 9,588		535.00
2010-04-13	Run 9,598		715.00
2010-04-13	Run 9,599		555.00
2010-04-13	Run 9,614		530.00
2010-04-13	Run 9,618		81.66
2010-04-13	Run 9,629		535.00
2010-04-13	Run 9,633		775.00
2010-04-13	Run 9,645		65.57
2010-04-13	Run 9,672		575.00
2010-04-14	Run 9,691		675.00
2010-04-14	Run 9,711		795.00
2010-04-14	Run 9,724		87.05
2010-04-15	Run 9,769		635.00
2010-04-15	Run 9,780		555.00
2010-04-15	Run 9,790		775.00
2010-04-15	Run 9,796		655.00
2010-04-15	Run 9,817		755.00
2010-04-15	Run 9,826		605.00
2010-04-15	Run 9,828		765.00
2010-04-15	Run 9,833		555.00
2010-04-15	Run 9,846		685.00
2010-04-15	Run 9,849		645.00
2010-04-16	Run 9,904		645.00
2010-04-16	Run 9,909		565.00
2010-04-16	Run 9,910		645.00
2010-04-16	Run 9,960		565.00
2010-04-17	Run 10,010		57.61
2010-04-17	Run 10,030		725.00
2010-04-17	Run 10,034		60.00
2010-04-17	Run 10,045		83.01
2010-04-17	Run 10,052		570.00
2010-04-17	Run 10,130		150.00
2010-04-17	Run 9,967		545.00
2010-04-17	Run 9,971		20.00
2010-04-17	Run 9,982		725.00
2010-04-17	Run 9,996		545.00
2010-04-18	Run 10,061		78.97
2010-04-18	Run 10,076		545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-04-18	Run 10,237		87.05
2010-04-18	Run 9,870		695.00
2010-04-18	Run 9,871		725.00
2010-04-19	Run 10,144		675.00
2010-04-19	Run 10,158		84.36
2010-04-19	Run 10,164		635.00
2010-04-20	Run 10,265		100.00
2010-04-20	Run 10,272		765.00
2010-04-20	Run 10,274		705.00
2010-04-20	Run 10,292		715.00
2010-04-20	Run 10,294		705.00
2010-04-20	Run 10,304		150.00
2010-04-20	Run 10,308		705.00
2010-04-20	Run 10,311		645.00
2010-04-20	Run 10,324		765.00
2010-04-20	Run 10,327		695.00
2010-04-21	Run 10,360		705.00
2010-04-21	Run 10,363		585.00
2010-04-21	Run 10,368		655.00
2010-04-21	Run 10,374		150.00
2010-04-21	Run 10,431		675.00
2010-04-21	Run 10,446		755.00
2010-04-21	Run 10,453		695.00
2010-04-21	Run 10,459		625.00
2010-04-21	Run 10,467		139.00
2010-04-22	Run 10,482		635.00
2010-04-22	Run 10,486		785.00
2010-04-22	Run 10,523		705.00
2010-04-22	Run 10,528		87.05
2010-04-22	Run 10,559		825.00
2010-04-23	Run 10,581		150.00
2010-04-23	Run 10,590		775.00
2010-04-23	Run 10,608		695.00
2010-04-23	Run 10,610		77.62
2010-04-23	Run 10,624		735.00
2010-04-23	Run 10,625		875.00
2010-04-23	Run 10,627		555.00
2010-04-23	Run 10,653		795.00
2010-04-23	Run 10,669		545.00
2010-04-24	Run 10,691		845.00
2010-04-24	Run 10,692		715.00
2010-04-24	Run 10,698		785.00
2010-04-24	Run 10,700		800.00
2010-04-24	Run 10,716		87.05
2010-04-24	Run 10,740		565.00
2010-04-24	Run 10,749		565.00
2010-04-25	Run 10,767		755.00
2010-04-25	Run 10,777		85.71
2010-04-25	Run 10,789		70.96
2010-04-25	Run 10,806		420.00
2010-04-25	Run 10,809		755.00
2010-04-25	Run 10,816		820.00
2010-04-25	Run 10,824		715.00
2010-04-25	Run 10,833		555.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-04-25	Run 10,850		575.00
2010-04-25	Run 10,852		545.00
2010-04-25	Run 10,853		565.00
2010-04-26	Run 10,869		87.05
2010-04-26	Run 10,917		735.00
2010-04-26	Run 10,943		625.00
2010-04-26	Run 10,945		100.00
2010-04-26	Run 10,965		615.00
2010-04-26	Run 10,966		705.00
2010-04-27	Run 10,863		635.00
2010-04-27	Run 10,975		625.00
2010-04-27	Run 10,990		685.00
2010-04-27	Run 10,999		875.00
2010-04-27	Run 11,009		114.44
2010-04-27	Run 11,012		470.00
2010-04-27	Run 11,026		665.00
2010-04-27	Run 11,030		565.00
2010-04-27	Run 11,051		805.00
2010-04-27	Run 11,054		745.00
2010-04-27	Run 11,055		16.60
2010-04-27	Run 11,056		615.00
2010-04-27	Run 11,059		665.00
2010-04-28	Run 10,972		585.00
2010-04-28	Run 11,073		625.00
2010-04-28	Run 11,088		635.00
2010-04-28	Run 11,097		595.00
2010-04-28	Run 11,106		87.05
2010-04-28	Run 11,120		725.00
2010-04-29	Run 11,150		635.00
2010-04-29	Run 11,158		785.00
2010-04-29	Run 11,189		725.00
2010-04-30	Run 11,257		730.00
2010-04-30	Run 11,260		655.00
2010-04-30	Run 11,261		635.00
2010-04-30	Run 11,269		555.00
2010-04-30	Run 11,297		775.00
2010-04-30	Run 11,322		655.00
2010-04-30	Run 11,346		545.00
2010-05-01	Run 11,250		685.00
2010-05-01	Run 11,381		865.00
2010-05-01	Run 11,383		575.00
2010-05-01	Run 11,395		735.00
2010-05-01	Run 11,402		565.00
2010-05-01	Run 11,425		555.00
2010-05-01	Run 11,436		725.00
2010-05-02	Run 11,456		555.00
2010-05-02	Run 11,474		655.00
2010-05-02	Run 11,503		785.00
2010-05-02	Run 11,510		735.00
2010-05-02	Run 11,517		565.00
2010-05-03	Run 11,557		565.00
2010-05-03	Run 11,566		100.00
2010-05-03	Run 11,589		665.00
2010-05-03	Run 11,599		565.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-05-03	Run 11,602		545.00
2010-05-03	Run 11,614		625.00
2010-05-04	Run 11,626		555.00
2010-05-04	Run 11,627		625.00
2010-05-04	Run 11,641		565.00
2010-05-04	Run 11,678		635.00
2010-05-04	Run 11,680		655.00
2010-05-04	Run 11,707		615.00
2010-05-05	Run 11,749		555.00
2010-05-05	Run 11,753		795.00
2010-05-06	Run 11,806		555.00
2010-05-06	Run 11,832		705.00
2010-05-06	Run 11,862		535.00
2010-05-06	Run 11,873		775.00
2010-05-07	Run 11,908		150.00
2010-05-07	Run 11,928		575.00
2010-05-07	Run 11,952		565.00
2010-05-07	Run 11,957		535.00
2010-05-07	Run 11,994		615.00
2010-05-08	Run 12,077		545.00
2010-05-08	Run 12,081		555.00
2010-05-08	Run 12,086		555.00
2010-05-09	Run 11,918		80.40
2010-05-09	Run 12,143		705.00
2010-05-09	Run 12,152		765.00
2010-05-09	Run 12,159		665.00
2010-05-10	Run 12,184		745.00
2010-05-10	Run 12,232		150.00
2010-05-10	Run 12,258		730.00
2010-05-11	Run 12,304		745.00
2010-05-11	Run 12,310		150.00
2010-05-11	Run 12,312		565.00
2010-05-11	Run 12,336		595.00
2010-05-11	Run 12,356		565.00
2010-05-12	Run 12,275		555.00
2010-05-12	Run 12,374		585.00
2010-05-12	Run 12,380		595.00
2010-05-12	Run 12,386		715.00
2010-05-12	Run 12,421		535.00
2010-05-13	Run 12,485		695.00
2010-05-13	Run 12,494		655.00
2010-05-13	Run 12,500		725.00
2010-05-13	Run 12,502		100.00
2010-05-14	Run 12,622		100.00
2010-05-14	Run 12,628		705.00
2010-05-14	Run 12,664		100.00
2010-05-14	Run 12,666		695.00
2010-05-14	Run 12,676		100.00
2010-05-14	Run 12,678		82.33
2010-05-14	Run 12,679		755.00
2010-05-14	Run 12,868		550.00
2010-05-15	Run 12,582		695.00
2010-05-15	Run 12,584		675.00
2010-05-15	Run 12,737		193.09

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-05-15	Run 12,758		770.00
2010-05-15	Run 12,784		735.00
2010-05-16	Run 12,619		625.00
2010-05-16	Run 12,814		585.00
2010-05-16	Run 12,856		150.00
2010-05-16	Run 12,864		745.00
2010-05-17	Run 12,879		915.00
2010-05-17	Run 12,913		152.89
2010-05-17	Run 12,931		695.00
2010-05-17	Run 12,948		655.00
2010-05-17	Run 12,963		535.00
2010-05-18	Run 13,037		605.00
2010-05-18	Run 13,057		695.00
2010-05-18	Run 13,059		725.00
2010-05-18	Run 13,061		745.00
2010-05-19	Run 13,078		161.00
2010-05-19	Run 13,144		615.00
2010-05-19	Run 13,162		535.00
2010-05-20	Run 13,149		82.22
2010-05-20	Run 13,209		585.00
2010-05-20	Run 13,212		205.00
2010-05-20	Run 13,224		555.00
2010-05-20	Run 13,227		705.00
2010-05-20	Run 13,233		715.00
2010-05-21	Run 13,276		87.05
2010-05-21	Run 13,306		575.00
2010-05-21	Run 13,342		815.00
2010-05-21	Run 13,344		645.00
2010-05-22	Run 13,378		150.00
2010-05-22	Run 13,381		150.00
2010-05-22	Run 13,410		565.00
2010-05-22	Run 13,434		705.00
2010-05-22	Run 13,437		200.00
2010-05-22	Run 13,447		695.00
2010-05-22	Run 13,600		555.00
2010-05-22	Run 13,615		755.00
2010-05-22	Run 13,621		565.00
2010-05-23	Run 13,484		150.00
2010-05-23	Run 13,514		775.00
2010-05-23	Run 13,518		745.00
2010-05-23	Run 13,519		665.00
2010-05-23	Run 13,523		715.00
2010-05-23	Run 13,536		835.00
2010-05-23	Run 13,631		87.05
2010-05-23	Run 13,633		565.00
2010-05-23	Run 13,716		780.00
2010-05-24	Run 13,543		835.00
2010-05-24	Run 13,642		565.00
2010-05-25	Run 13,665		615.00
2010-05-25	Run 13,740		80.31
2010-05-25	Run 13,757		75.00
2010-05-25	Run 13,803		316.71
2010-05-26	Run 13,706		160.00
2010-05-26	Run 13,789		535.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-05-26	Run 13,847		545.00
2010-05-26	Run 13,872		735.00
2010-05-26	Run 13,873		565.00
2010-05-26	Run 13,909		238.50
2010-05-26	Run 13,912		755.00
2010-05-27	Run 13,939		905.00
2010-05-27	Run 13,940		695.00
2010-05-27	Run 13,952		765.00
2010-05-27	Run 14,022		715.00
2010-05-27	Run 14,026		545.00
2010-05-27	Run 14,221		190.00
2010-05-28	Run 14,046		635.00
2010-05-28	Run 14,047		805.00
2010-05-28	Run 14,149		725.00
2010-05-28	Run 14,169		770.00
2010-05-28	Run 14,177		665.00
2010-05-28	Run 14,203		75.00
2010-05-29	Run 14,278		825.00
2010-05-30	Run 14,301		610.00
2010-05-30	Run 14,303		665.00
2010-05-30	Run 14,351		645.00
2010-05-31	Run 14,394		675.00
2010-05-31	Run 14,399		725.00
2010-06-01	Run 14,427		150.00
2010-06-01	Run 14,430		605.00
2010-06-01	Run 14,431		153.00
2010-06-01	Run 14,433		545.00
2010-06-01	Run 14,461		585.00
2010-06-01	Run 14,478		150.00
2010-06-01	Run 14,504		88.40
2010-06-02	Run 14,520		150.00
2010-06-02	Run 14,523		621.00
2010-06-02	Run 14,550		100.00
2010-06-02	Run 14,574		605.00
2010-06-02	Run 14,607		855.00
2010-06-02	Run 14,622		595.00
2010-06-04	Run 14,743		545.00
2010-06-04	Run 14,849		735.00
2010-06-05	Run 14,909		575.00
2010-06-05	Run 14,940		625.00
2010-06-06	Run 14,772		575.00
2010-06-06	Run 14,778		100.00
2010-06-06	Run 14,958		545.00
2010-06-07	Run 15,028		605.00
2010-06-07	Run 15,035		150.00
2010-06-07	Run 15,047		755.00
2010-06-07	Run 15,061		555.00
2010-06-07	Run 15,081		545.00
2010-06-08	Run 15,057		555.00
2010-06-10	Run 15,338		80.31
2010-06-10	Run 15,363		755.00
2010-06-11	Run 15,445		635.00
2010-06-11	Run 15,578		790.00
2010-06-13	Run 15,543		555.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-06-14	Run 15,693		785.00
2010-06-14	Run 15,707		535.00
2010-06-14	Run 15,729		150.00
2010-06-15	Run 15,775		615.00
2010-06-15	Run 15,816		725.00
2010-06-16	Run 15,887		786.00
2010-06-16	Run 15,895		741.00
2010-06-16	Run 15,898		100.00
2010-06-16	Run 15,941		545.00
2010-06-16	Run 15,954		735.00
2010-06-16	Run 17,286		150.00
2010-06-17	Run 15,963		685.00
2010-06-17	Run 16,016		751.00
2010-06-18	Run 16,055		181.00
2010-06-18	Run 16,124		78.97
2010-06-18	Run 16,130		655.00
2010-06-20	Run 16,330		125.00
2010-06-21	Run 16,392		120.64
2010-06-22	Run 16,505		625.00
2010-06-22	Run 16,517		100.00
2010-06-24	Run 16,725		-190.00
2010-06-25	Run 16,813		83.67
2010-06-27	Run 16,875		745.00
2010-06-28	Run 17,044		90.54
2010-06-28	Run 17,045		815.00
2010-06-30	Run 17,228		795.00
2010-07-01	Run 17,268		731.00
2010-07-02	Run 17,431		790.00
2010-07-04	Run 17,568		715.00
2010-07-04	Run 17,582		322.23
2010-07-07	Run 17,921		565.00
2010-07-07	Run 17,947		795.00
2010-07-08	Run 18,053		150.00
2010-07-08	Run 18,055		810.00
2010-07-08	Run 18,086		590.00
2010-07-11	Run 18,317		150.00
2010-07-12	Run 18,437		81.66
2010-07-12	Run 18,471		150.00
2010-07-13	Run 18,528		100.00
2010-07-13	Run 18,557		675.00
2010-07-14	Run 18,737		346.05
2010-07-17	Run 18,932		555.00
2010-07-17	Run 18,960		55.00
2010-07-17	Run 19,032		100.00
2010-07-19	Run 19,087		785.00
2010-07-19	Run 19,111		675.00
2010-07-19	Run 19,172		150.00
2010-07-19	Run 19,210		785.00
2010-07-22	Run 19,432		150.00
2010-07-22	Run 19,447		21.95
2010-07-23	Run 19,547		100.00
2010-07-25	Run 19,765		760.00
2010-07-25	Run 20,736		595.00
2010-07-26	Run 19,861		102.91

*

ESCAMBIA COUNTY EMS
4th Quarter FY 2010 & 1st Quarter FY 2011 Write-Off

Date of Service	Run #	PT Name	Requested Write-Off Amount
2010-07-26	Run 19,872		615.00
2010-07-28	Run 19,991		89.17
2010-07-29	Run 20,121		100.00
2010-07-31	Run 20,296		420.00
2010-08-04	Run 20,693		83.67
2010-08-05	Run 20,754		335.74
2010-08-06	Run 20,945		77.62
2010-08-07	Run 21,525		150.00
2010-08-10	Run 21,521		565.00
2010-08-10	Run 21,522		705.00
2010-08-11	Run 21,379		795.00
2010-08-11	Run 21,433		89.17
2010-08-11	Run 21,508		810.00
2010-08-12	Run 21,568		625.00
2010-08-12	Run 21,582		90.54
2010-08-15	Run 21,827		695.00
2010-08-16	Run 21,910		605.00
2010-08-16	Run 21,956		85.05
2010-08-17	Run 22,024		80.92
2010-08-17	Run 22,050		54.36
2010-08-19	Run 22,247		355.00
2010-08-23	Run 22,602		625.00
2010-08-24	Run 22,654		920.00
2010-08-24	Run 22,672		80.92
2010-08-24	Run 22,686		150.00
2010-08-26	Run 22,824		100.00
2010-08-27	Run 22,988		675.00
2010-08-31	Run 23,301		745.00
2010-09-01	Run 23,408		249.43
2010-09-04	Run 23,901		745.00
2010-09-06	Run 23,931		720.00
2010-09-06	Run 23,937		695.00
2010-09-11	Run 24,418		725.00
2010-09-16	Run 24,895		85.05
2010-09-18	Run 25,169		715.00
2010-09-20	Run 25,270		735.00
2010-10-01	Run 26,319		418.38
2010-10-06	Run 26,799		81.66
2010-10-12	Run 27,360		265.00
2010-10-17	Run 27,815		100.00
2010-10-19	Run 27,986		83.01
2010-11-10	Run 29,988		150.00
2010-11-13	Run 30,245		100.00
2010-12-09	Run 32,820		745.00
	Total Amount		302,984.56
	Add back negative AR bal-2010-06-24-Run #16,725		190.00 *
	Adjusted Total Amount		303,174.56 ✓



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

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

Clerk & Comptroller's Report

Item #: 3.

Date: 04/07/2011
Issue: Acceptance of CAFR
From: Doris Harris

Information

Recommendation:

Recommendation: That the Board accept, for filing with the Board's Minutes, the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30, 2010, as prepared by the Finance Department of the Clerk of the Circuit Court & Comptroller's Office, and audited by O'Sullivan Creel, LLP, Certified Public Accountants and Consultants.

Attachments

20110407 CR I-3



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: March 30, 2011

SUBJECT: Comprehensive Annual Financial Report

RECOMMENDATION:

That the Board accept, for filing with the Board's Minutes, the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended September 30, 2010, as prepared by the Finance Department of the Clerk of the Circuit Court and Comptroller's Office and audited by O'Sullivan Creel, LLP, Certified Public Accountants and Consultants.

PLS/nac

APR 30 2011 11:01
 BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL



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

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

Clerk & Comptroller's Report

Item #: 4.

Date: 04/07/2011
Issue: Disposition of Records
From: Doris Harris

Information

Recommendation:

Recommendation: That the Board approve the following two Records Disposition Documents:

A. Records Disposition Document No. 452, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 469 and 470), for the period October 7, 2010, through December 16, 2010, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed; and

B. Records Disposition Document No. 453, for disposition of Board of County Commissioners' Records, Item 70a, Bid Records: Capital Improvement Successful Bids, for the period December 10, 1990, through May 22, 1995, in accordance with State Retention Schedule GS1.

Attachments

20110407 CR I-4

RECORDS DISPOSITION DOCUMENT

NO. 452

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 190 GOVERNMENTAL CENTER
 PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

JANICE MCELROY
 ARCHIVES AND RECORDS DIVISION
 (CLERK TO THE BOARD)
 (850) 595 - 4149 Ext.

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

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

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

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

Signature

Name and Title

Date

5. LIST OF RECORD SERIES

a. Schedule No	b. Item No	c. Title	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32a	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 469 and 470)		10/7/2010 - 12/16/2010	4.5	

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

 Custodian/Records Management Liaison Officer

 Date

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

 Signature

 Date

 Name and Title

 Witness

RECORDS DISPOSITION DOCUMENT

NO. 453

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 190 GOVERNMENTAL CENTER
 PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

JANICE MCELROY
 ARCHIVES AND RECORDS DIVISION
 (CLERK TO THE BOARD)
 (850) 595 - 4149 Ext.

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

- a. Destruction b. Microfilming and Destruction c. Other _____

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

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

 Signature

 Name and Title

 Date

5. LIST OF RECORD SERIES

a Schedule No	b Item No	c Title	d Retention	e Inclusive Dates	f Volume In Cubic Feet	g Disposition Action and Date Completed After Authorization
GSI	70a	BID RECORDS: Capital Improvement Successful Bids		12/10/90 - 5/22/95	3.0	

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

 Custodian/Records Management Liaison Officer Date

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

 Signature Date

 Name and Title

 Witness



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

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

Clerk & Comptroller's Report

Item #: 5.

Date: 04/07/2011
Issue: Acceptance of Documents
From: Doris Harris

Information

Recommendation:

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

- A. Closing documents relating to the sale of surplus property, located at 2008 North "S" Street, to Good Works Baptist Church, Inc., as approved by the Board on February 18, 2011, executed by the Chairman on March 7, 2011, and received in the Clerk to the Board's Office on March 9, 2011;
- B. The letter dated March 25, 2011, from Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, advising that the District's audited financial statements for the Fiscal Year ended September 30, 2010, are available for viewing on its website at <http://www.nwfwmd.state.fl.us> in the Business and Finance section, as received in the Clerk to the Board's Office on March 29, 2011; and
- C. The recorded Residential Rehab Grant Program Lien Agreement with Cynthia A. Vargas, in the amount of \$3,344, for property located at 4 Greve Court, as approved by the Board on November 18, 2010, and recorded in Official Records Book 6703, at Page 1828, on March 29, 2011.
-

Attachments

20110407 CR I-5



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk
FROM: *SGW* Stephen G. West, Assistant County Attorney
DATE: March 9, 2011
RE: Surplus Property Sale – 2008 North “S” Street
(2/18/2010 BCC Meeting)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Copy of the recorded deed recorded in OR Book 6697 at page 879.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please feel free to contact me if you should have any questions.

SGW:bjs

Attachments

cc: Patty Sheldon, Financial Services (w/o attach)
Dianne Taylor, Management & Budget (w/o attach)

ESCAMBIA COUNTY
COMMISSIONERS
2011 MAR -9 PM 2:24

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Scheduling of a Public Hearing

Motion made by Commissioner Valentino, seconded by Commissioner White, and carried 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), authorizing the scheduling (*and advertising*) of a Public Hearing for Thursday, March 4, 2010, at 5:32 p.m., to adopt an Ordinance establishing an Economic Development Ad Valorem Tax Exemption for Navy Federal Credit Union for Phase III of their overall campus expansion.

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner White, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, as amended to drop Items 2 and 15 (*Item 25 was held for a separate vote*):



1. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 2008 North "S" Street due to the Property Appraiser's reassessed value:
 - A. Authorizing the sale of the Board's surplus real property, Account Number 06-1410-000, Reference Number 17-2S-30-1300-002-044, acquired by governmental foreclosure, to the bidder with the highest offer above the minimum bid of \$3,681, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - B. Authorizing the Chairman to sign all documents related to the sale.



Douglas E. Barr
Executive Director

Northwest Florida Water Management District

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

(850) 539-5999 • (Fax) 539-2777

March 25, 2011

Chairman
Escambia County Commission
Post Office Box 1591
Pensacola, FL 32597-1591

Dear Sir/Madam:

FINANCE ADMINISTRATION
2011 MAR 29 A 10:51
FINANCE ADMINISTRATION
ERNIE LEE MAGARA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

The Northwest Florida Water Management District's audited financial statements for the fiscal year ended September 30, 2010 are available for viewing on our website at www.nwfwmd.state.fl.us in the Business & Finance section.

If you have any questions or would like to request a hard copy of the report, please contact Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting.

Very truly yours,

Jean Whitten
Director, Division of Administration

JW:ab

2011 MAR 29 A 10:51
COMMISSIONERS
CLERK OF CIRCUIT COURT
PANA CITY, FL

GEORGE ROBERTS
Chair
Panama City

PHILIP K. McMILLAN
Vice Chair
Blountstown

STEVE GHAZVINI
Secretary/Treasurer
Tallahassee

PETER ANTONACCI
Tallahassee

STEPHANIE BLOYD
Panama City Beach

JOYCE ESTES
Eastpoint

TIM NORRIS
Santa Rosa Beach

JERRY PATE
Pensacola

RALPH RISH
Port St Joe

4/7/2011
CR I-5B



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 11-19-2010

TO: Doris Harris, Deputy Clerk

BCC: 11-18-2010

CAR II-6 Residential Rehab Program Funding and Lien Agreements for – 4
Greve Court

Please Initial and Date
Below on Line Provided

Shirley Gafford 11/19/10

Shirley Gafford, Program Coordinator, County Administration

Attached is one original Funding Agreement. Please attest, retain original and return one copy for further handling by the CRA.

Also attached is one original Lien Agreement. Please attest and record when advised by the CRA staff that the Grant funds have been distributed. When the document is recorded, please return a recorded copy for further handling by the CRA.

Thank you.

Doris Harris 11/22/2010

Doris Harris, Deputy Clerk

CLERK OF DISTRICT COURT
ESCAMBIA COUNTY, FL
2010 NOV 19 10 41 24
CLERK OF DISTRICT COURT
ESCAMBIA COUNTY, FL

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

**4/7/2011
CR I-5C**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

6. Ratifying the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 4 Greve Court:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cynthia A. Vargas, owner of residential property located at 4 Greve Court, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$3,344, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Install new storm windows and storm shutters

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

7. Ratifying the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 3107 Mobile Highway:

- A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Kim Rice, owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, 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 the following improvements:

Install new wall signs

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



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 #: 6.

Date: 04/07/2011
Issue: Minutes and Reports
From: Doris Harris

Information

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 March 17, 2011; and
 - B. Approve the Minutes of the Regular Board Meeting held March 17, 2011.
-

Attachments

20110407 CR I-6

REPORT OF THE AGENDA WORK SESSION
HELD MARCH 17, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:56 a.m.)

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., March 17, 2011, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver; County Attorney Rogers; Shirley L. Gafford, Program Coordinator, County Administrator's Office; Amy Lovoy, Bureau Chief, Management and Budget Services Bureau; and Marilyn Wesley, Deputy Bureau Chief, Community Affairs, Community & Environment Bureau, reviewed the agenda cover sheet, with comments from Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, regarding the PowerPoint Presentation, entitled *Escambia County Budget Preparation – Fiscal Year 2011/2012*, Agenda Item 7;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau; County Administrator Oliver; County Attorney Rogers; and Joy D. Blackmon, Bureau Chief, Public Works Bureau, reviewed the Growth Management Report, with comments from Dick Baker, Habitat for Humanity, regarding Item I-2;
 - D. County Administrator Oliver; Shirley L. Gafford, Program Coordinator, County Administrator's Office; County Attorney Rogers; Joy D. Blackmon, Bureau Chief, Public Works Bureau; and Wesley J. "Wes" Moreno, Deputy Bureau Chief, Public Works Bureau, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Valentino and Commissioner White each reviewed his add-on item.

NAME

DEPARTMENT/AGENCY

1	JANE COBB	BRACE
2	DeAnna Poland-Stromack	BRACE
3	Stan hulla-	BRACE
4	James Jacobs	300 Dist's
5	Joy Blackman	PW
6	DICK BARKER	Habitat
7	LLOYD KRA	DSB
8	Dale Barker	DSB
9	Keith Wilkins	C+E
10	Pat Johng	DSG4
11	Bucky Agelton	BCC D4
12	Randy Wilkerson	NERC
13	Mark Inceault	Winterfront
14	Susan Host	CRB/State
15	Margery Wesley	C+E B
16	Ed Dennis	Miss Purchasing
17	Don & Jan Barker	
18	Annelle	HR
19	Larry Dyer	HR
20	John Dyer	EMA
21	Joe Z...	Fire
22	Mike Wavel	PS
23	John Sims	ESFR
24	Larry Dyer	Admin
25	David Messelwhite	IT
26	Claudia Summers	Recch
27	Dewald	PW FACILITIES
28	July Carter?	Eng
29	John Mason	PW
30	Felicia Knight Marlow	Extension CEB

NAME

DEPARTMENT/AGENCY

1	Sonya Daniel	PIO
2	Shane Sockwell	PIO
3	Brandi Ziglar	PIO
4	Kelly Cooke	PIO
5	Larry Daniel	HR
6	Debra's Pele	BC
7	Denise	Bce-2
8	Janet Ege	PNT
9	Cheryl Lively	CAO
10	Sam Stone	DNM
11	Alan McKeenan	PyC (Personnel & Administration)
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NAME

DEPARTMENT/AGENCY

1	<i>[Signature]</i>	City Office
2	Grover C Robinson	BCC
3	Mavis Young	BCC
4	John M. Valente	BCC
5	Wilson Robertson	BCC
6	KEVIN WHITE	BCC
7	Shirley Safford	CAO
8	Randy Oliver	CAO
9	Doris Harris	Clerk to the Board
10	Patty Sheldon	Clerk & Comptroller Finance
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GROWTH MANAGEMENT REPORT
April 7, 2011

I. PUBLIC HEARING

1. Review of the Rezoning Cases heard by the Planning Board on March 7, 2011

RECOMMENDATION:

That the Board take the following action concerning the rezoning cases heard by the Planning Board on March 7, 2011:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-03, Z-2011-04, and Z-2011-05 or remand the case(s) back to the Planning Board; and

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

1. Case No. : Z-2011-03

Location: 207, 209 & 211 Yoakum Ct.

Property Reference No.: 46-1S-30-2001-014-022, 015-022, 016-022

Property Size: 0.534 (+/-) acres

From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre)

To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)

FLU Category: MU-1, Mixed Use-1

Commissioner District: 3

Requested by: Tom Hammond, Agent for Jennifer A. Streckel, Owner
Planning Board Approval

Recommendation:

Speakers: Tom Hammond, Agent

2. Case No.: Z-2011-04

Location: 825 Diamond Dairy Road, 831 Trammel Blvd, 1000 Trammel Blvd BLK

Property Reference No.: 26-1S-30-2101-000-034, 001-034, 003-034

Property Size: 0.63 (+/-) acres

From: R-5, Urban Residential / Limited Office District, (cumulative) High Density (20 du/acre)

To: C-1, Retail Commercial District (cumulative) (25 du/acre)

FLU Category: MU-1, Mixed Use-1

Commissioner District: 3

Requested by: Khalifah Mohamed, Agent for Mohamed A. Mohamed, Owner

Planning Board Recommendation: Denial
Speakers: Khalifah Mohamed, Agent
Jerry W. Gordon
Roderic Edwards

3. CaseNo.: Z-2011-05
Location: 6751 N Palafox St
Property Reference No.: 27-1S-30-3101-003-053
Property Size: 1.63 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU: Category: C, Commercial
Commissioner District: 3
Requested by: Glynn Clark, Agent for Debra P. Buckley, Owner
Planning Board Recommendation: Approval
Speakers: Glynn Clark, Agent

2. 5:45 p.m. – Public Hearing – Amendment to the Official Zoning Map

RECOMMENDATION:

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on March 7, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m.- Public Hearing - LDC Ordinance - Articles 3, 6 & 7 "Outdoor Storage"

RECOMMENDATION:

That the Board review an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to define "outdoor sales" and redefine "outdoor storage"; amending Article 6 "Zoning Districts," to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 "Performance Standards" to clarify screening for outdoor storage.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

4. 5:47 p.m.- Public Hearing - LDC Ordinance - Articles 3, 6 & 9 "Single Family Living"

RECOMMENDATION:

That the Board review, adopt, modify, overturn, or remand back to the Planning Board, an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to amend the definition of “dwelling, single-family” and defining “family” and “fraternity/sorority house”; amending Article 6 “Zoning Districts,” creating Section 6.04.18 to restrict occupancies in designated residential zoning districts to families; amending Article 9 “Nonconforming Uses and Noncomplying Structures”, creating Section 9.08.00 to terminate nonconforming uses in violation of this Ordinance.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

II. CONSENT AGENDA

1. Schedule of Public Hearings

RECOMMENDATION:

That the Board authorize the scheduling of the following Public Hearing(s):

Thursday, May 5, 2011

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board April 11, 2011.

Case No.: Z-2011-06

Location: 1836 E. Olive Rd, 1832 E. Olive Rd, 8240 Whitmire Dr, 1716 E. Olive Rd and two properties along Whitmire Drive

Property Reference No.: 18-1S-30-3304-000-000, 18-1S-30-3305-000-000, 18-1S-30-3204-000-001, 18-1S-30-3204-000-002, 18-1S-30-3304-000-001, 18-1S-30-3309-000-004

Property Size: 52.90(+/-) acres

From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)

To: C-1, Retail Commercial District (cumulative) (25 du/acre)

FLU Category: MU-U, Mixed Use Urban

Commissioner District 5

Requested by: Bobby B. Price, Agent for Olive Baptist Church and Ministry Village at Olive, Inc., Owners

Case No.: Z-2011-07

Location: 30 Block & 35 Mason Lane

Property Reference No.: Portions of 47-1S-30-1101-030-004 and 47-1S-30-1101-008-001

Property Size: 3.56(+/-) acres

From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre) & C-1, Retail Commercial District (cumulative) (25 du/acre)

To: ID-CP, Commerce Park District (cumulative) (no residential uses allowed)

FLU Category: MU-U, Mixed Use Urban

Area/Overlay: Palafox Community Redevelopment Area & Brownfield Overlay

Commissioner District 3

Requested by: Wiley C. "Buddy" Page, Agent for
Mabel M. Kirkland, Life Estate; Darron and Cynthia Cunningham,
Owners

2. 5:46 p.m. - A Public Hearing - LDC Ordinance - Articles 3, 6 & 7 "Outside Storage"



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Public Hearing Item #: 1.

Growth Management Report

Date: 04/07/2011

Issue: Review of the Rezoning Cases heard by the Planning Board on March 7, 2011

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board take the following action concerning the rezoning cases heard by the Planning Board on March 7, 2011:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-03, Z-2011-04, and Z-2011-05 or remand the case(s) back to the Planning Board; and

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

1. Case No. : **Z-2011-03**
Location: 207, 209 & 211 Yoakum Ct.
Property Reference No.: 46-1S-30-2001-014-022, 015-022, 016-022
Property Size: 0.534 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: MU-1, Mixed Use-1
Commissioner District: 3
Requested by: Tom Hammond, Agent for Jennifer A. Streckel, Owner
Planning Board Recommendation: Approval
Speakers: Tom Hammond, Agent

2. Case No.: **Z-2011-04**
Location: 825 Diamond Dairy Road, 831 Trammel Blvd, 1000 Trammel Blvd BLK
Property Reference No.: 26-1S-30-2101-000-034, 001-034, 003-034
Property Size: 0.63 (+/-) acres
From: R-5, Urban Residential / Limited Office District, (cumulative) High Density (20 du/acre)

To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-1, Mixed Use-1
Commissioner District: 3
Requested by: Khalifah Mohamed, Agent for Mohamed A. Mohamed, Owner
Planning Board Denial
Recommendation:
Speakers: Khalifah Mohamed, Agent
Jerry W. Gordon
Roderic Edwards

3. CaseNo.: **Z-2011-05**
Location: 6751 N Palafox St
Property Reference No.: 27-1S-30-3101-003-053
Property Size: 1.63 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District,
(cumulative) High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District,
(cumulative) (25 du/acre)
FLU: Category: C, Commercial
Commissioner District: 3
Requested by: Glynn Clark, Agent for Debra P. Buckley, Owner
Planning Board Approval
Recommendation:
Speakers: Glynn Clark, Agent

BACKGROUND:

The above cases were owner initiated and heard at the March 7, 2011 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen needs to

ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2011-03

Z-2011-04

Z-2011-05

Z-2011-03

PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

IN AND FOR ESCAMBIA COUNTY, FLORIDA
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board on Monday, March 7, 2011, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
 TIM TATE, VICE CHAIRMAN (NOT PRESENT)
 DOROTHY DAVIS
 STEVEN BARRY
 R. VAN GOODLOE
 KAREN SINDEL
 ALVIN WINGATE
 PATTY HIGHTOWER, SCHOOL BOARD MEMBER
 STEPHANIE ORAM, NAVY REPRESENTATIVE
 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

T. LLOYD KERR, AICP, BUREAU CHIEF
 HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
 LYNETTE HARRIS, URBAN PLANNER
 GENERAL PUBLIC

REPORTED BY: LINDA V. CROWE, COURT REPORTER

P R O C E E D I N G S

1
 2 MR. BRISKE: Good morning, everyone. Welcome
 3 to the Escambia County Rezoning and Planning Board
 4 meeting for March 7, 2011. We do have six members
 5 present so we do have a quorum.
 6 At this time I would like to ask Mr. Wingate to
 7 lead us in the Invocation and the Pledge.
 8 (Pledge of Allegiance and Invocation.)
 9 MR. BRISKE: Let's start with the legal side of
 08:39 10 things. Do we have proof of publication for the
 11 meeting?
 12 MS. SPITSBERGEN: Yes, sir, the meeting was
 13 advertised in the February 8th, 2011 Pensacola News
 14 Journal.
 15 MR. BRISKE: Did that publication meet all the
 16 legal requirements?
 17 MS. SPITSBERGEN: Yes, sir, it did.
 18 MR. BRISKE: The Chair will entertain a motion
 19 to waive the reading of the legal.
 08:39 20 MR. BARRY: So moved.
 21 MS. SINDEL: Second.
 22 (Board members vote.)
 23 MR. BRISKE: It passes unanimously.
 24 (The motion passed unanimously.)
 25 MR. BRISKE: At this hearing the Planning Board

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1 is acting under its authority to hear and make
 2 recommendations to the Board of County Commissioners
 3 on rezoning applications. These hearings are
 4 quasi-judicial in nature. Quasi-judicial hearings
 5 are like evidentiary hearings in a court of law,
 6 however, they are less formal.
 7 All testimony will be given under oath and
 8 anyone testifying before the Planning Board may be
 9 subject to cross-examination. All documents and
 08:40 10 exhibits that the Planning Board considers will be
 11 entered into evidence and made part of the record.
 12 Opinion testimony will be limited to experts, and
 13 closing arguments will be limited to the evidence in
 14 the record.
 15 Before making our decision, the Planning Board
 16 will consider the relevant testimony, the exhibits
 17 entered into evidence and the applicable law.
 18 Each individual who wishes to address the
 19 Planning Board must complete a speaker request form
 08:40 20 located at the back of the chambers and submit it to
 21 our clerk up here at the front. These forms will
 22 allow us to make sure that we have on record each
 23 person who speaks at the meeting. You will not be
 24 allowed to speak at this meeting until we receive a
 25 form. Please note that only those individuals who

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1 are present here today and give testimony at this
 2 hearing before the Planning Board will be allowed to
 3 speak at the subsequent hearing before the Board of
 4 County Commissioners. No new evidence can be
 5 presented to the BCC. Therefore, all testimony and
 6 evidence must be presented today.
 7 The Planning Board will make a recommendation
 8 for each rezoning request to the Board of County
 9 Commissioners. They will then review the testimony,
 10 documents and exhibits, consider the closing
 11 arguments and make a final decision. All decisions
 12 by the BCC are final. Anyone who wishes to seek
 13 judiciary review of the decision of the Board of
 14 County Commissioners must do so in a court of
 15 competent jurisdiction within 30 days of the Board
 16 of County Commissioner either approves or rejects
 17 the recommended order of the Planning Board.
 18 All written or oral communication outside of
 19 this hearing with members of the Planning Board
 20 regarding any matters under consideration today are
 21 considered ex parte' communication. Ex parte'
 22 communications are presumed prejudicial under
 23 Florida law and must be disclosed as provided in the
 24 Board of County Commissioners Resolution 96-13. As
 25 each case is heard, the Chair will ask that any
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1 Board members who have been involved in any
 2 ex parte' communications to please identify
 3 themselves and describe the communication.
 4 As required by Section 2.08.02.D of the
 5 Escambia County Land Development Code, the Planning
 6 Board's recommendation to the Board of County
 7 Commissioners shall include consideration of the
 8 following six criteria:
 9 A. Consistency with the Comprehensive Plan.
 10 Whether the proposed amendment is consistent with
 11 the Comprehensive Plan.
 12 B. Consistency with the code. Whether the
 13 proposed amendment is in conflict with any portion
 14 of the Land Development Code and is consistent with
 15 the stated purpose and intent of the Land
 16 Development Code.
 17 C. Compatibility with surrounding uses.
 18 Whether and the extent to which the proposed
 19 amendment is compatible with existing and proposed
 20 uses in the area of the subject property.
 21 D. Changed conditions. Whether and to the
 22 extent to which there are any changed conditions
 23 that impact the amendment or the property.
 24 E. The effect on the natural environment.
 25 Whether and to the extent to which the proposed
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1 amendment would result in significant adverse
 2 impacts to the natural environment.
 3 F. Development patterns. Whether and to the
 4 extent to which the proposed amendment would result
 5 in a logical and orderly development pattern.
 6 At the beginning of each case, as long as there
 7 are no objections from the applicant, we will allow
 8 the staff to briefly present the location and zoning
 9 maps and any photographs of the property.
 10 Next we will hear from the applicant and any
 11 witnesses that he or she may wish to call. Then we
 12 will hear from the staff and any witnesses that they
 13 wish to call. Finally, we will hear from members of
 14 the public who have filled out a speaker request
 15 form.
 16 At this time I would like to ask our court
 17 reporter to swear in the members of the staff that
 18 will be testifying today.
 19 (County Staff sworn.)
 20 MR. BRISKE: The Board has previously
 21 qualified, it looks like, all of these individuals
 22 who wish to offer expert testimony today. Does the
 23 Board have any questions regarding their
 24 qualifications?
 25 The Chair will entertain a motion to accept
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1 them as experts in the area of land use and
 2 planning.
 3 MR. GOODLOE: So moved.
 4 MS. DAVIS: Second.
 5 MR. BRISKE: All in favor, say aye.
 6 (Board members vote.)
 7 MR. BRISKE: It passes unanimously.
 8 (The motion passed unanimously.)
 9 MR. BRISKE: The rezoning hearing package for
 10 March 7th, 2011, with the staff's Findings-of-Fact
 11 has previously been provided to the Board members.
 12 The Chair will entertain a motion to accept the
 13 rezoning hearing package with the staff's
 14 Findings-of-Fact and the legal advertisement into
 15 evidence.
 16 Do I have a motion?
 17 MS. SINDEL: So moved.
 18 MR. WINGATE: Second.
 19 MR. BRISKE: All those in favor, say aye.
 20 (Board members vote.)
 21 MR. BRISKE: Opposed?
 22 (None.)
 23 MR. BRISKE: All right. It passes unanimously.
 24 (The motion passed unanimously.)
 25 MR. BRISKE: The rezoning hearing package with
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PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

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1 the staff's Findings-of-Fact and legal advertisement
 2 will be marked and included in the record as
 3 Composite Exhibit A for all of today's cases.
 4 (Exhibit A, Findings-of-Fact and Legal
 5 advertisement, was identified and admitted.)
 6 MR. BRISKE: We have three cases today.
 7 (Transcript continues on Page 10.)
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1 * * *
 2 **CASE NO: Z-2011-03**
 Location: 207, 209 & 211 Yoakum Court
 3 Parcel: 46-1S-30-2001-014-022, 015-022, 016-022
 From: R-6, Neighborhood Commercial and
 4 Residential District, (cumulative)
 High Density (25 du/acre)
 5 To: C-2, General Commercial and Light
 Manufacturing District,
 6 (Cumulative) (25 du/acre)
 FLU Category: MU-1, Mixed Use-1
 7 BCC District: 3
 Requested by: Thomas G. Hammond, Jr., P.E., Agent
 8
 9 MR. BRISKE: The first rezoning application
 08:45 10 consideration is Case Number Z-2011-03, 207, 209 and
 11 211 Yoakum Court. The request is to be rezoned from
 12 R-6, Neighborhood Commercial Residential, to a C-2,
 13 General Commercial and Light Manufacturing District.
 14 Members of the Board, have there been any ex
 15 parte' communications between you and the applicant,
 16 the applicant's agent, attorneys or witnesses or
 17 with any fellow Planning Board members or anyone
 18 from the general public prior to hearing? I will
 19 also ask if you have visited the subject property.
 08:46 20 Please also disclose if you are a relative or
 21 business associate of the applicant or the
 22 applicant's agent.
 23 We'll start at the far end with Stephanie.
 24 MS. ORAM: No communication, no association and
 25 I have not visited the property.

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1 MS. HIGHTOWER: No communication, no relatives
 2 and I have not visited the property.
 3 MR. GOODLOE: No communication. I am familiar
 4 with the property.
 5 MR. BARRY: No communication or relationship.
 6 I'm familiar with the parcels.
 7 MR. BRISKE: The Chairman has no communication
 8 or relationship with the parties.
 9 MS. DAVIS: No communication or relationship
 08:47 10 with the parties.
 11 MR. WINGATE: I have driven by all the sites.
 12 MS. SINDEL: No communication, no relationship
 13 and I have not visited the property.
 14 MR. BRISKE: Thank you.
 15 Staff, was notice sent to all interested
 16 parties?
 17 MS. SPITSBERGEN: Yes, sir, it was.
 18 MR. BRISKE: Did we also post a notice of the
 19 hearing on the subject property?
 08:47 20 MS. SPITSBERGEN: Yes, sir.
 21 MR. BRISKE: At this time I would like to ask
 22 the staff to present the maps and photographs for
 23 Case Z-2011-03.
 24 MS. HARRIS: Case Z-2011-03. The location and
 25 wetland maps. The aerial photographs. The Future

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1 Land Use and existing land use. The 500-foot
 2 radius. The zoning map with the 500-foot radius.
 3 Photograph of public notice sign that was posted on
 4 the property.
 5 A photograph looking east along Yoakum Court.
 6 Looking west along Yoakum Court. Looking north from
 7 the subject property. And a photograph of the
 8 subject property on Yoakum.
 9 We also have a photograph of the 500-foot
 08:48 10 radius map which we obtained from the County
 11 Property Appraiser's Website along with all the
 12 mailing addresses.
 13 MR. BRISKE: Board members, any questions about
 14 the photographs or the maps?
 15 At this time I would like to ask Mr. Tom
 16 Hammond to come forward, please. Mr. Hammond is
 17 acting as the agent for Jennifer Streckel, who is
 18 the owner. Please state your name and address for
 19 the record and be sworn in.
 08:48 20 MR. HAMMOND: Tom Hammond, 3802 North S Street,
 21 Pensacola.
 22 (Tom Hammond sworn.)
 23 MR. BRISKE: Good morning, Mr. Hammond.
 24 MR. HAMMOND: Good morning.
 25 MR. BRISKE: In the past you've been qualified

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1 as an expert. Do you want to be qualified again for
 2 this case?
 3 MR. HAMMOND: I don't think it's necessary.
 4 MR. BRISKE: Proceed, sir.
 5 MR. HAMMOND: All right. This is further
 6 expansion of the Frontier Motors used car dealer.
 7 You might not want to call it used car, but whatever
 8 they call it. And basically what happened is they
 9 bought some more lots on the back side of their
 08:49 10 property, back side of the Frontier Motors
 11 development and put parking on it and that kind of
 12 thing and we're out of compliance. Basically, they
 13 did what you call creep. And so they didn't have to
 14 get a permit -- they need to get a permit, but they
 15 didn't and that's how we're here.
 16 The first thing, of course, it's zoned R-6 and
 17 the rest of the property is zoned C-1. The rest of
 18 the property that is used for Frontier Motors is
 19 zoned C-1 or some of the parcels were recently zoned
 08:50 20 to C-2.
 21 Is the rezoning consistent with the Comp Plan?
 22 In Comp Plan Policy 7.A.4.7.f.1 it talks about MU-1
 23 and that's the Future Land Use that these parcels
 24 are in. And I quote from that policy: Rezoning
 25 and Future Land Use Map amendments and categories
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1 allowing higher densities will be allowed provided
 2 all other criteria are met consistent with Policy
 3 7.A.4.3, which is dealing with the locational
 4 criteria for C-2 zoning. And we do not meet that
 5 locational criteria.
 6 However, also in the Comp Plan 7.A.4.13, the
 7 opening paragraph, there is a sentence that says
 8 waivers to the roadway requirements for following
 9 locational criteria may be approved by the
 08:50 10 Development Review Committee or the Rehearing Zoning
 11 Examiner, which is now, I believe, the Planning
 12 Board. And we are going to ask for one of those
 13 waivers. And the requirements to meet those waivers
 14 are in the Land Development Code, not in the Comp
 15 Plan. So I would make the argument that we do meet
 16 the requirements of the Comp Plan because we're
 17 going to ask for a waiver that's listed out in the
 18 Land Development Code.
 19 So the second criteria is it consistent with
 08:51 20 the Land Development Code? And I would state that
 21 it is except for the locational criteria which is
 22 7.20.00, so we're going to ask for an exemption,
 23 7.20.03 -- I'll read this to you:
 24 Exemptions to the roadway requirements may be
 25 granted through the DRC or Hearing Examiner if one
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1 or more of the following conditions are met: Infill
 2 development in areas where over 50 percent of a
 3 block is either zoned or used for commercial
 4 development, new commercial development or zoning
 5 may be considered without being consistent with the
 6 roadway requirements.
 7 Our site. The parcel is located on Yoakum
 8 between Armenia Drive and Cary Memorial Drive. The
 9 rezoning of the parcel to C-2 serves as infill
 08:52 10 development because over 50 percent of the block is
 11 currently zoned commercial and has a commercial use.
 12 The intensity of the proposed development and
 13 requested zoning district is compatible with the
 14 intensity of the zoning use and of the surrounding
 15 parcels -- the zoning and use of the surrounding
 16 parcels. Therefore, we're going to request that the
 17 Planning Board grant an exemption to the roadway
 18 requirements based on infill.
 19 It would be my argument that we meet the rest
 08:52 20 of the criteria for the requirements of -- the land
 21 development criteria.
 22 The third criterion -- I'm losing myself here.
 23 Hold on -- compatible with surrounding uses. The
 24 adjoining lot to the west, the adjoining lot to the
 25 south are also Frontier Motors. They're a C-2 use
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1 and a C-1 zoning because I believe they went to the
 2 Board of Adjustment and got a conditional use. The
 3 parcel to the east is a single residential piece of
 4 property, use property. So I would argue that it is
 5 compatible with the surrounding uses.
 6 Criterion (4), changed conditions. In my
 7 initial submittal I said there were no changed
 8 conditions. However, as I stated in my opening
 9 statement, they went ahead and developed the site
 08:53 10 for a used car lot prior to us showing up here or
 11 coming to DRC, so the site has been impacted.
 12 Criterion (5), effect on the natural
 13 environment. There is none other than right now
 14 he's not -- there's runoff coming off the site and
 15 there's no pond because they haven't been to DRC, so
 16 that is going to be the next step to this if we get
 17 rezoning today is to go to the DRC and expand the
 18 pond. Otherwise, there's no new water or sewer or
 19 anything like that proposed for this development.
 08:54 20 It's all parking. Sewer and water is available if
 21 it was needed.
 22 Development patterns. Rezoning this to C-2 to
 23 expand this existing business makes total sense,
 24 total logical order to expand. And it's not spot
 25 zoning. He's next to a C-2 and C-1 use properties.
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PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

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1 So we ask that y'all grant us the waiver and
 2 accept my Findings-of-Fact and recommend to the
 3 Board approval for rezoning to C-2.
 4 MR. BRISKE: One question. The parking lot
 5 area that has been added, is it a paved area or is
 6 it gravel or what is it?
 7 MR. HAMMOND: Gravel.
 8 MR. BRISKE: Questions of staff of the
 9 applicant?
 08:55 10 Do you have any other witnesses, Tom?
 11 MR. HAMMOND: No, sir.
 12 MR. BRISKE: Board members, any questions?
 13 MS. DAVIS: I have a question. This particular
 14 lot, how long has it been owned by these owners?
 15 MR. HAMMOND: How long has it what?
 16 MS. DAVIS: How long owned in their ownership,
 17 how long have they had it? And who owns the
 18 adjacent one?
 19 MR. HAMMOND: Jennie Streckel owns these three
 08:55 20 lots that we're asking to be rezoned and her and her
 21 husband own Frontier Motors.
 22 MS. DAVIS: How about the parcel to the east
 23 that's R-6 right now?
 24 MR. HAMMOND: I have no idea what that person's
 25 name is. I'm looking here. It looks like they
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1 bought this property in 2007.
 2 MS. DAVIS: But they don't own that parcel to
 3 the east?
 4 MR. HAMMOND: No, ma'am.
 5 MR. BRISKE: Any other questions?
 6 Staff presentation, please.
 7 (Lynette Harris, previously sworn.)
 8 MS. HARRIS: Staff findings for Case Z-2011-03
 9 for properties at 207, 209 and 211 Yoakum Court,
 08:56 10 requesting rezoning from R-6, Neighborhood
 11 Commercial and Residential District, to C-2, General
 12 Commercial and Light Manufacturing District.
 13 Criterion (1), consistent with the
 14 Comprehensive Plan. The proposed amendment of C-2
 15 is consistent with the intent and purpose of the
 16 Future Land Use category Mixed Use One (MU-1) as
 17 stated in Comp Plan Policy 7.A.4.7.f.1. However,
 18 the property does not meet the locational criteria
 19 roadway requirements for C-2 as set forth in Comp
 08:57 20 Plan Policy 7.A.4.13.C. because the parcels are
 21 located on the local road, Yoakum Court.
 22 Criterion (2), consistent with the code. The
 23 proposed amendment is in conflict with the
 24 locational criteria portion of the Land Development
 25 Code; however, it is consistent with the intent and
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1 purpose of the code.
 2 For the same explanation stated in the findings
 3 for Consistent With the Comprehensive Plan
 4 Criterion, the property does not meet the locational
 5 criteria requirements for general commercial and
 6 light manufacturing uses, Land Development Code
 7 7.20.06.
 8 The applicant's agent has submitted a
 9 compatibility analysis requesting an exemption to
 08:57 10 the roadway requirements based on infill
 11 development.
 12 When applicable, further review from the
 13 Development Review Committee, DRC, will be needed to
 14 ensure the buffering requirements and other
 15 performance standards have been met should this
 16 amendment to C-2 be granted.
 17 Criterion (3), compatible with surrounding
 18 uses. The propose amendment is not compatible with
 19 the existing uses in the area. Within the 500-foot
 08:58 20 radius impact area, staff observed 37 single-family
 21 homes, four mobile homes, one mobile home park, 11
 22 office/retail stores, one warehouse, and several
 23 parcels with auto sales, as well as two vacant
 24 parcels.
 25 Criterion (4), changed conditions. Staff found
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1 two rezoning cases requesting rezoning from R-6 to
 2 C-2. Case Z-2010-15 was approved by the Board of
 3 County Commissioners December 9, 2010, and Case
 4 Z-2010-18 was approved January 6, 2011. These
 5 zoning changes in the area have created commercial
 6 infill development.
 7 Criterion (5), effect on the natural
 8 environment. According to the National Wetland
 9 Inventory, wetlands and hydric soils were not
 08:59 10 indicated on the subject property.
 11 When applicable, further review during the
 12 Development Review Committee process will be
 13 necessary to determine if there would be any
 14 significant adverse impacts on the natural
 15 environment.
 16 Criterion (6), development patterns. The
 17 proposed amendment would result in a logical and
 18 orderly development pattern. The proposed C-2
 19 zoning would be compatible with the Future Land Use
 08:59 20 category of MU-1 and surrounding zoning districts of
 21 C-1, C-2 and R-6.
 22 That concludes staff's finding.
 23 MR. BRISKE: Board members, any questions of
 24 staff members?
 25 MR. BARRY: I have a quick question. Given the
 TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

21

1 compatibility analysis that was submitted, would the
 2 staff agree that that meets the waiver of the
 3 locational criteria?
 4 MR. BRISKE: State your name and address and
 5 position.
 6 MR. KERR: Lloyd Kerr, Development Services,
 7 Escambia County.
 8 I think that the finding of whether or not it
 9 meets the locational criteria really is a decision
 09:00 10 that the Board would have to make. That's why staff
 11 does not make that determination in any of our
 12 findings. And I think you would have to base your
 13 decision on the merit of Mr. Hammond's argument.
 14 MR. BARRY: Okay.
 15 MR. BRISKE: Any other questions from the Board
 16 at this time? We'll give you another chance in a
 17 minute.
 18 Mr. Hammond, did you have questions of the
 19 staff?
 09:00 20 MR. HAMMOND: No, sir.
 21 MR. BRISKE: I don't have anyone signed up to
 22 speak on this matter. However, because we are
 23 quasi-judicial, for those members of the public who
 24 wish to speak, please note that the Planning Board
 25 bases its decision on criteria and exceptions
 TAYLOR REPORTING SERVICES, INCORPORATED

22

1 described in Section 2.08.02.D of the Escambia
 2 County Land Development Code. During our
 3 deliberations, the Planning Board will not consider
 4 general statements of support or opposition. Please
 5 limit your testimony to the criteria and exceptions
 6 described in Section 2.08.02.D.
 7 Please also note that only those individuals
 8 who are here today and give testimony on the record
 9 at this hearing before the Planning Board will be
 09:01 10 allowed to speak at the subsequent hearing before
 11 the Board of County Commissioners.
 12 Is there anyone here today that wishes to speak
 13 on this case?
 14 Okay. Hearing none, I will close the public
 15 comment portion of the hearing and turn it over to
 16 the Board.
 17 Board, do you have any questions for the
 18 applicant, staff or any of the exhibits presented?
 19 Hearing none, the Chair will entertain a
 09:02 20 motion.
 21 MR. BARRY: I move to recommend approval of the
 22 rezoning application to the BCC and adopt the
 23 Findings-of-Fact presented by staff except for
 24 Criterion (2) and (3). Criterion (2) because, given
 25 the evidence that has been presented, they meet the
 TAYLOR REPORTING SERVICES, INCORPORATED

23

1 waiver for the locational criteria.
 2 And in Criterion (3), it appears to me that it
 3 does -- that the proposed amendment is compatible
 4 with the surrounding uses.
 5 MR. GOODLOE: Second.
 6 MR. WEST: Mr. Chairman.
 7 MR. BRISKE: A motion and second.
 8 Mr. West, please state your name for the
 9 record.
 09:02 10 MR. WEST: Steve West, County Attorney's
 11 Office. Staff also found that Criterion (1) was not
 12 satisfied, although it is subject to a waiver of the
 13 locational criteria, as well. I just want to make
 14 sure you address that.
 15 MS. SINDEL: And, Mr. West, amend the motion to
 16 just include that Criterion (1) that it meets the
 17 waiver criteria?
 18 MR. WEST: That would be Mr. Barry.
 19 MS. SINDEL: Mr. Barry?
 09:03 20 MR. BARRY: Yes, please.
 21 MR. BRISKE: So we have a motion to accept
 22 staff's Findings-of-Fact except for Criterion (1),
 23 (2) and (3) where there's been alternate evidence
 24 presented.
 25 Mr. Goodloe, would you wish to second that?
 TAYLOR REPORTING SERVICES, INCORPORATED

24

1 MR. GOODLOE: I second it.
 2 MR. BRISKE: We have a motion and a second.
 3 Any further discussion? All those in favor, please
 4 say aye.
 5 (Board members vote.)
 6 MR. BRISKE: Opposed?
 7 (None.)
 8 MR. BRISKE: The motion passes unanimously.
 9 (The motion passed unanimously.)
 09:03 10 MR. BRISKE: Thank you Mr. Hammond.
 11 (The transcript continues on Page 25.)
 12 * * *
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 TAYLOR REPORTING SERVICES, INCORPORATED



DEVELOPMENT SERVICES BUREAU FINDINGS-OF-FACT

**REZONING CASE: Z-2011-03
March 7, 2011**

I. SUBMISSION DATA:

BY: Thomas G. Hammond, Jr., P.E., Agent
FOR: Jennifer A. Streckel, Owner
PROPERTY REFERENCE NO.: 46-1S-30-2001-014-022
46-1S-30-2001-015-022
46-1S-30-2001-016-022
PROJECT ADDRESS: 207, 209 & 211 Yoakum Court
FUTURE LAND USE: MU-1, Mixed Use-1
COMMISSIONER DISTRICT: 3
BCC MEETING DATE: April 7, 2011

II. REQUESTED ACTION:

REZONE

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

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

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

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

1. General commercial and light manufacturing land uses shall be located at or near arterial/arterial intersections or along an arterial roadway within one-quarter mile of the intersection.
2. They may be located along an arterial roadway up to one-half mile from the intersection when all of the following additional criteria are met:
 - a. The property shall not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A, and V-3);
 - b. There shall be adequate fencing along with buffering and landscaping to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8;
 - c. Lower intensity uses must be located next to abutting residential dwellings to reduce negative impacts;
 - d. intrusions into residential subdivisions shall be limited;
 - e. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics; and
 - f. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

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

FINDINGS

The proposed amendment of C-2 is **consistent** with the intent and purpose of Future Land Use category Mixed Use 1 (MU-1) as stated in **CPP 7.A.4.7.f.1**. However, the property does not meet the locational criteria roadway requirements for C-2 as set forth in **CPP 7.A.4.13.C**. because the parcel is located on a local road (Yoakum Court).

CRITERION (2)

Consistent with this Code.

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

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

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

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

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.

12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
22. Temporary structures. (See section 6.04.16.)
23. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 7.20.06. General commercial and light manufacturing locational criteria (C-2).

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
 1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;
 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;

4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;
5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

LDC 7.20.02B Waivers, The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances exist, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy 7.A.3.8. Infill development would be an example of when a waiver could be recommended. Although a waiver to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment.

FINDINGS

The proposed amendment **is in conflict** with the locational criteria portion of the Land Development Code; however, it **is consistent** with the intent and purpose of the Code.

For the same explanation stated in the findings for “Consistent with the Comprehensive Plan Criterion”, the property does not meet the locational criteria requirements for general commercial and light manufacturing uses (LDC 7.20.06.)

The applicant’s agent has submitted a compatibility analysis requesting an exemption to the roadway requirements based on infill development.

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

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is not compatible** with existing uses in the area. Within the 500’ radius impact area staff observed 37 single family homes, four mobile

homes, one mobile home park, 11 office/retail stores, one warehouse, several parcels with auto sales, and two vacant parcels.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff found two rezoning cases requesting rezoning from R-6 to C-2. Case Z-2010-15 was approved by the Board of County Commissioners (BCC) December 9, 2010 & Case Z-2010-18 was approved January 6, 2011. These zoning changes in the area have created commercial infill development.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

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

CRITERION (6)

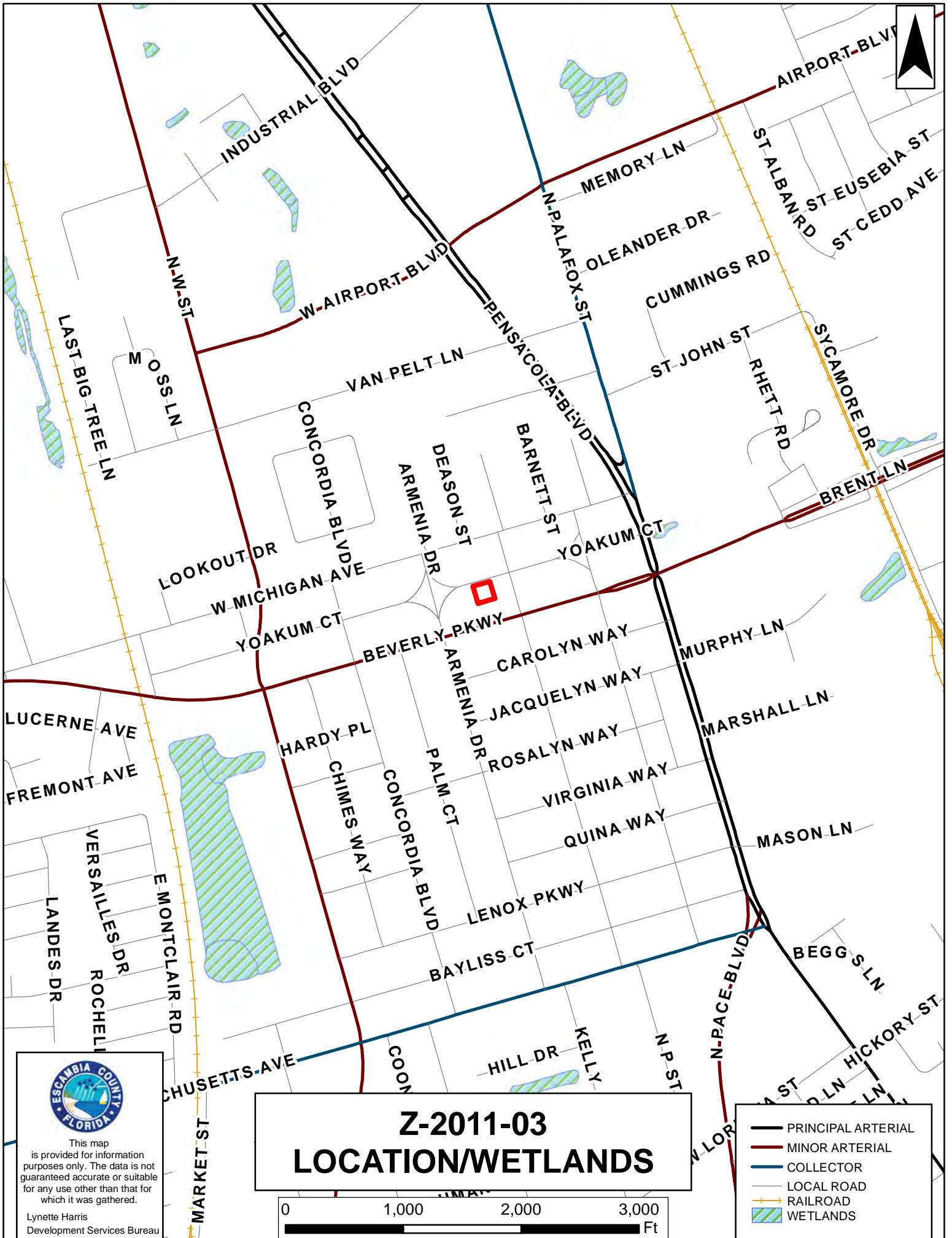
Development patterns.

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

FINDINGS

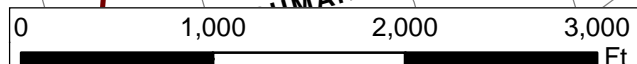
The proposed amendment **would result** in a logical and orderly development pattern. The proposed C-2 zoning would be compatible with the Future Land Use category MU-1 and surrounding zoning districts of C-1, C-2 and R-6.

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




Z-2011-03

LOCATION/WETLANDS



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



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

Z-2011-03 AERIAL



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









MU-1: MIXED USE

C: COMMERCIAL

MU-1: MIXED USE

**Z-2011-03
FLU/ELU**

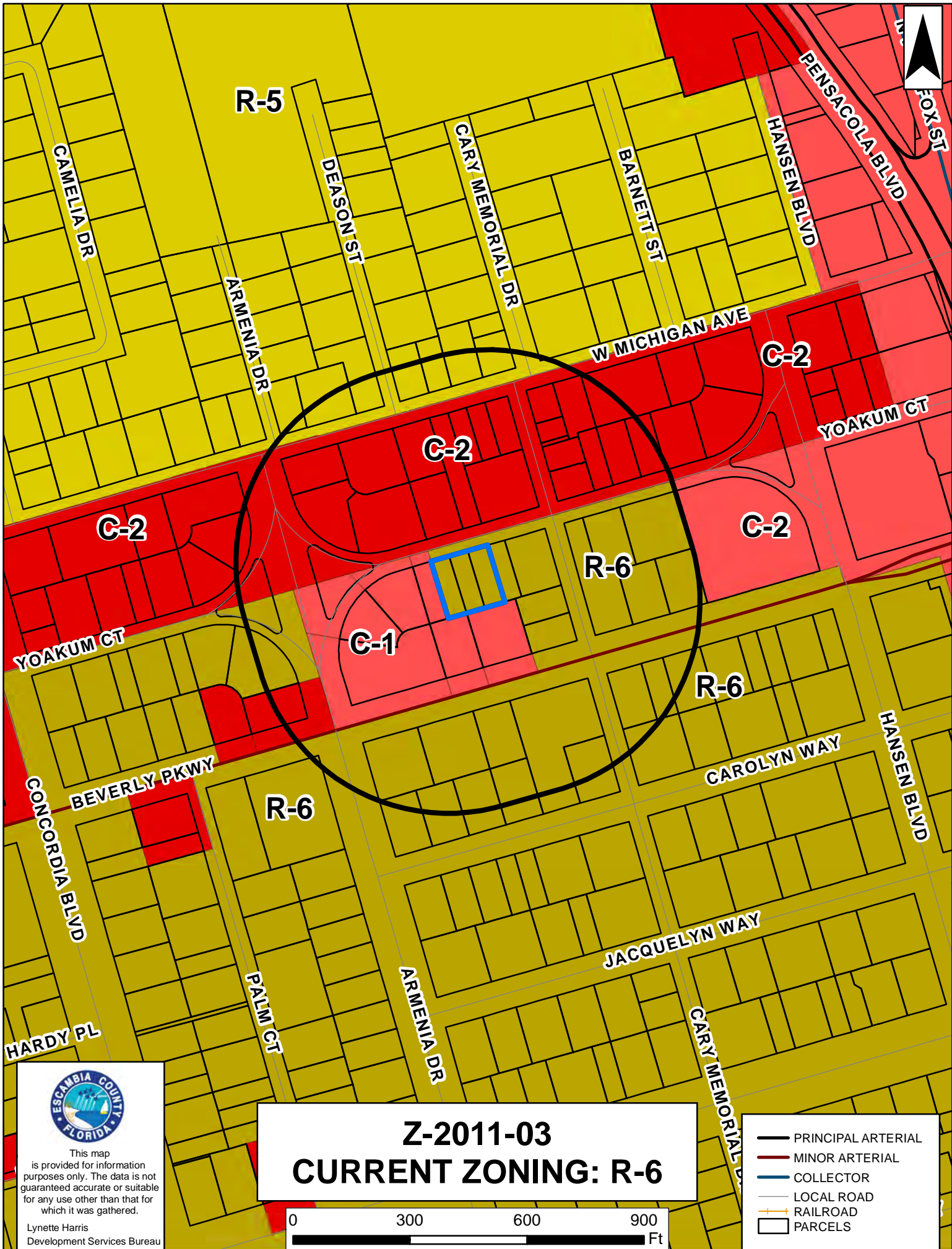
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS

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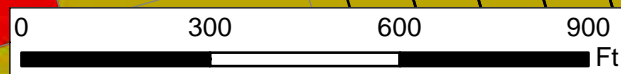
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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Development Services Bureau



Z-2011-03

CURRENT ZONING: R-6



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Development Services Bureau

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

Public Notice Sign





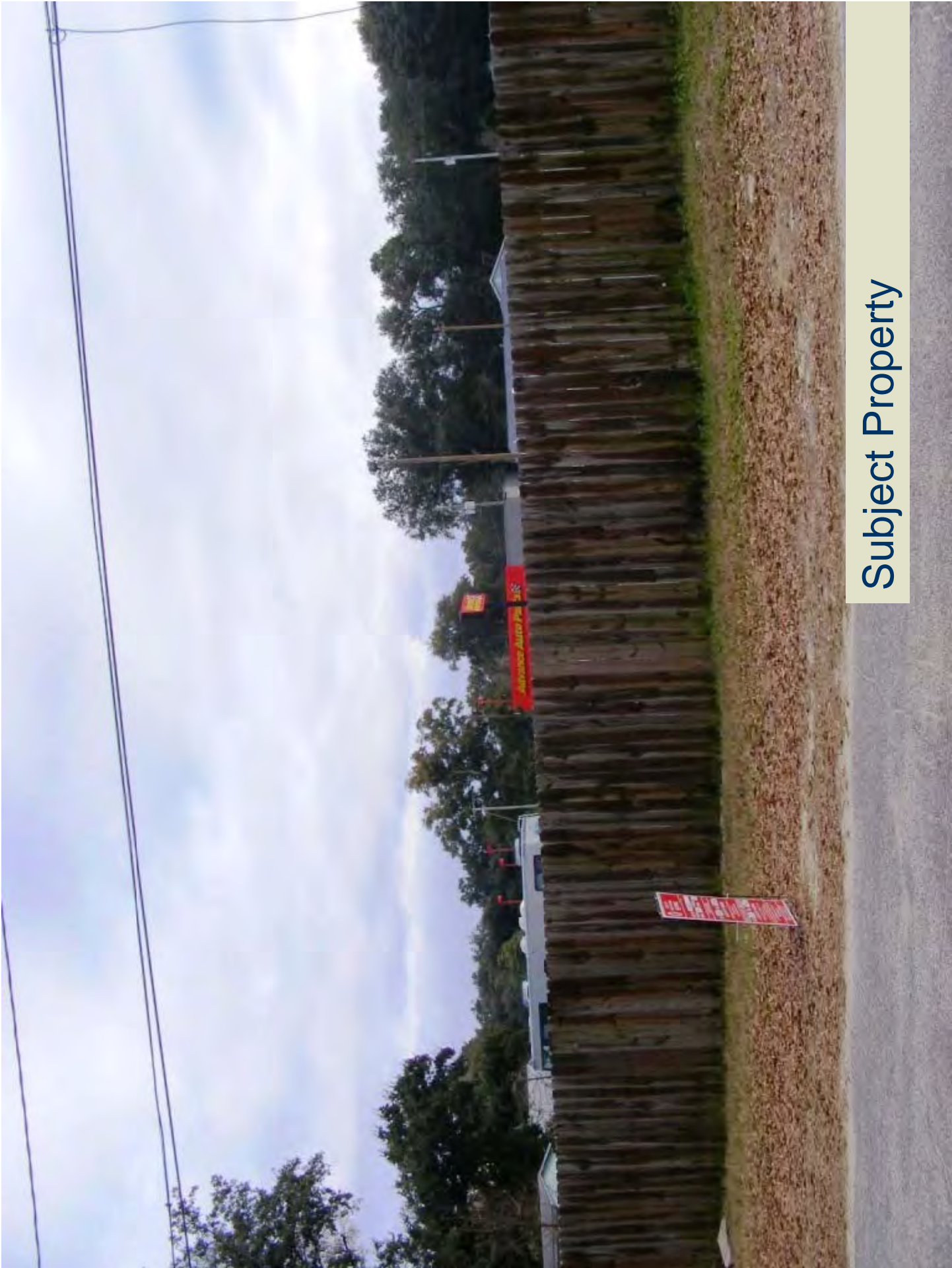
Looking East along Yoakum Ct



Looking West along Yoakum Ct



Looking North from Subject Property



Subject Property



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

February 1, 2011

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

Reference: Re-zoning Parcel No. 46-1S-30-2001-016-0
HEI Project No. 10-043

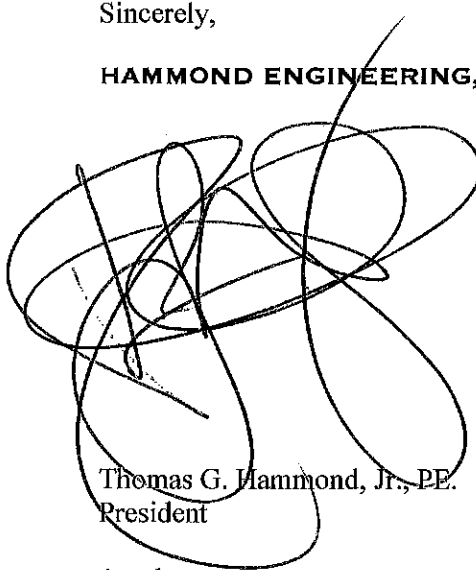
Dear Lynette:

The above referenced parcel is currently zoned R-6 and is located at 211 Yoakum Court. We are requesting the site be re-zoned to C-2. The re-zoning will allow the parcel to be used for pre-owned automobile sales. We have attached all of the required items listed on the re-zoning application.

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

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE.
President

Attachments

cc: Jenny Strekel

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



Development Services Bureau

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R-6 to: C-2

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

Owner(s) Name: JENNIFER A. STRECKEL Phone: 476-8080

Address: 230 BEVERLY PEWY Email: _____

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

Property Address: 207, 209, 211 YORKLUM CT

Property Reference Number(s)/Legal Description: 46-15-30-2001-014-022

46-15-30-2001-015-022, 46-15-30-2001-016-022

By my signature, I hereby certify that:

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

Jennifer A. Streckel
 Signature of Owner/Agent

 Signature of Owner

JENNIFER A. STRECKEL 2/1/11
 Printed Name Owner/Agent Date

 Printed Name of Owner Date

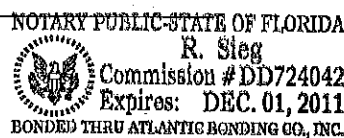
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of February 20 11, by Jennifer A. Streckel

Personally Known OR Produced Identification . Type of Identification Produced: _____

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

Ryan Sieg
 Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: Z-2011-03
 Meeting Date(s): PB: 3/7 BCC: 4/7 Accepted/Verified by: Lynette Harris Date: 2/2/11
 Fees Paid: \$1500 Receipt #: 525236 Permit #: PRZ110200001

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

Revised 12-21-10



FOR OFFICE USE:

CASE #: Z-2011-03

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 211 Torrey Court Pensacola,
Florida, property reference number(s) 46-15-30-2001-016-022

I hereby designate TOM HAMMONS for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 1st day of FEBRUARY the year of, 2011, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: TOM HAMMONS Email: tom@selanddesign.com
Address: 3802 N. 15th ST Pensacola FL Phone: 474 2603

Jennifer A. Streckel
Signature of Property Owner
Signature of Property Owner

JENNIFER A. STRECKEL 2/1/11
Printed Name of Property Owner Date
Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1 day of February 20 11,
by Jennifer A. Streckel.

Personally Known OR Produced Identification . Type of Identification Produced: _____

Ryan Sieg
Signature of Notary

Ryan Sieg (Notary Seal)
Printed Name of Notary

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



Development Services Bureau

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2011-03

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 46-15-30-2001-~~014~~⁰¹⁶-022

Property Address: 211 Tarum Cove

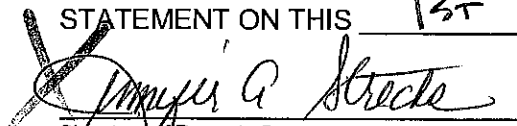
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 1ST DAY OF FEB., YEAR OF 2011.



 Signature of Property Owner

 Signature of Property Owner

JENNIFER A. STREKEL 2/20/11

 Printed Name of Property Owner Date

 Printed Name of Property Owner Date



Development Services Bureau
Escambia County, Florida

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

46-15-30-2001-014-022
Property Reference Number 015-022
014-022

Tom Hammond
Name

211 Yoakum Ct / 209 / 207
Address

Owner Agent

Referral Form Included? **Y/N**

MAPS PREPARED

- Zoning
- FLU
- Aerial 2009/2006
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-6 Size of Property: _____ +/-
Future Land Use: MU-1 Commissioner District: 3
Overlay/AIPD: none Subdivision: Brentwood
Redevelopment Area: none PB1 pg 11

COMMENTS

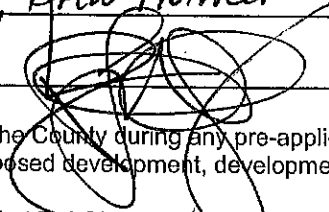
Desired Zoning: C-2

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? Yes
Analysis needed for waiver of roadway requirements -> on local road
see

DRC will be needed
next RZ deadline 12/2 -> 1/10(?) -> 2/3(?)
1/6 ->

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

Staff present: Lynette Harris, Drew Holmer Date: 11/22/10

Applicant/Agent Name & Signature: 

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

Prepared by
Rhonda Nall, an employee of
First American Title Insurance Company
2065 Airport Boulevard, Suite 200
Pensacola, Florida 32504
(850)473-0044

Return to: Grantee

File No.: 1005-1770221

WARRANTY DEED

This indenture made on **December 07, 2007** A.D., by

Sylvia B. Jernigan, f/k/a Sylvia B. Watson, a married woman

whose address is: **309 Yoakum Court, Pensacola, FL 32505**
hereinafter called the "grantor", to

Jennifer A. Streckel, a married woman

whose address is: **5840 Red Cedar Street, Pensacola, FL 32507**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

The West 5 feet of Lot 13 and all of Lot 14, Block 22, BRENTWOOD PARK, a subdivision according to Plat thereof recorded in Plat Book 1, at Page 11, et. seq. of the Public Records of Escambia County, Florida.

Lot 15, Block 22, BRENTWOOD PARK, a subdivision of a portion of Sections 46 and 47, Township 1 South, Range 30 West, and Sections 8 and 10, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at Page 11 et. seq. of the Public Records of said county.

Lot 16, Block 22, BRENTWOOD PARK, a subdivision of a portion of Sections 46 and 47, Township 1 South, Range 30 West, and Sections 8 and 10, Township 2 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision appearing of record at Page 11 et. seq. of Plat Book 1 of the Public Records of said County.

Parcel Identification Number: **46-15-30-2001-014-022**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2006.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Sylvia B. Jernigan
Sylvia B. Jernigan

Signed, sealed and delivered in our presence:


[Signature]
Witness Signature
Print Name: Hiley

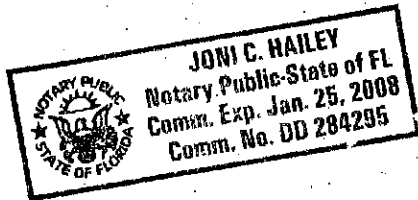
[Signature]
Witness Signature
Print Name: D. TIMBIE

State of **FL**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **December 07, 2007**, by **Sylvia B. Jernigan** who is/are personally known to me or who has/have produced a valid driver's license as identification.


NOTARY PUBLIC



Notary Print Name _____
My Commission Expires: _____

1770221

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **207, 209 and 211 Yoakum Court, Pensacola, Florida 32505**

The County (_____) has accepted (_____) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company
2065 Airport Boulevard, Suite 200
Pensacola, Florida 32504**

Signed, sealed and delivered in our presence:

Witness Signature

Print Name:

[Handwritten Signature]

J. Hiney

Witness Signature

Print Name:

[Handwritten Signature]

D. TIMBIE

[Handwritten Signature]

Sylvia B. Jernigan

[Handwritten Signature]

Jennifer A. Streckel

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

**ESCAMBIA COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1300 WEST GREGORY STREET
PENSACOLA, FL 32501**



November 7, 2007

Sylvia B. Watson
c/o First American Title Insurance Company
2065 Airport Boulevard
Pensacola, FL 32504

RE: EXEMPTION/Demolition
207, 209 & 211 Yoakum Court
Pensacola, FL 32505
Parcel ID No: 46-1S-30-2001-014-022
46-1S-30-2001-015-022
46-1S-30-2001-016-022

Dear Ms. Watson:

An Onsite Sewage Treatment and Disposal System inspection will not be required for sale of the above referenced properties. Jennifer A. Streckel provided to this department with documentation on October 29, 2007, describing a scheduled demolition of the structures and septic tank abandonments. The existing septic tanks must also be properly abandoned, and an abandonment permit must be purchased from this office for each parcel listed that has a septic tank on it. It is required that this permit be purchased within 30 days of this letter.


A cursory inspection of the OSTDS was performed to verify that the tank compartments were not opened or destroyed. The inspection revealed that the tank compartment located at 209 Yoakum Court has an unapproved (plywood) lid. See below for action required.

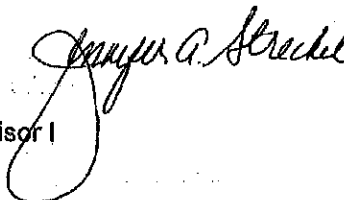
Action required:

- **Replace Septic Tank Lid**
An approved septic tank lid must be placed within **24 hours** to prevent a possible safety hazard. The tank must be properly covered with a concrete, water tight lid. Call a licensed septic tank contractor. This action requires immediate attention.

If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely,


Phillip L. Davies
Environmental Supervisor I



PLD/lid
Fax to: 474-5066

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **207, 209 and 211 Yoakum Court, Pensacola, Florida 32505**

Buyer/Seller are aware that the property is on a (_____) Sewer System (X) Septic Tank

APPROVAL LETTER ATTACHED HERETO (_____)

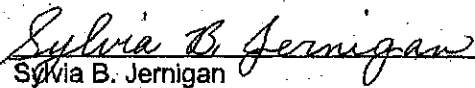
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD (_____)

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED (_____)

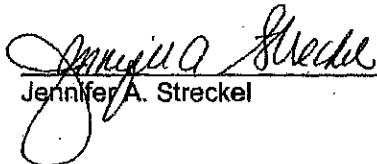
This form completed by:

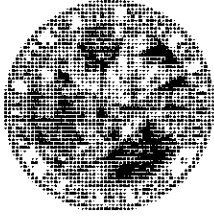
First American Title Insurance Company
2065 Airport Boulevard, Suite 200
Pensacola, Florida 32504

AS TO SELLER(S):


Sylvia B. Jernigan

AS TO BUYER(S):


Jennifer A. Streckel



Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox PL Suite 300, Pensacola, FL 32502-5836
Phone 850 434-2735, Fax 850 435-9526



Combination & Split-Out Request

Owner(s) of Record: Jennifer A Streckel

Note: All owners of record must sign for this request. If there is a mortgage on a parcel, it is suggested you contact the lender prior to proceeding with this request.

Combination Request
 I (we) request the combination of the following accounts, which were titled identically as of January 1st of this year. (please provide the property reference numbers in the spaces below)

(1)	<u>46</u>	<u>15</u>	<u>30</u>	<u>2001</u>	<u>014</u>	<u>022</u>	Account#:	<u>042576500</u>
(2)	<u>46</u>	<u>15</u>	<u>30</u>	<u>2001</u>	<u>015</u>	<u>022</u>	Account#:	<u>042577000</u>
(3)	<u>46</u>	<u>15</u>	<u>30</u>	<u>2001</u>	<u>016</u>	<u>022</u>	Account#:	<u>042578000</u>
(4)							Account#:	

Split-Out Request
 I (we) request a split-out on the following account based on the attached legal description.

Property Reference No. _____
 Account #: _____

Note: (when requesting a split-out from more than one account, separate Request Forms are required)

Owner: Jennifer A. Streckel
 Signature: _____
JENNIFER A. STRECKEL
 Print Name: _____
(850) 436 8080 1/13/11
 Daytime Phone: _____ Date: _____

Owner: _____
 Signature: _____
 Print Name: _____
 () _____
 Daytime Phone: _____ Date: _____

Owner: _____
 Signature: _____
 Print Name: _____
 () _____
 Daytime Phone: _____ Date: _____

Owner: _____
 Signature: _____
 Print Name: _____
 () _____
 Daytime Phone: _____ Date: _____

I (WE) ATTEST THAT WE ARE THE OWNERS OF THE ABOVE ACCOUNTS AND WE HOLD THE ESCAMBIA COUNTY PROPERTY APPRAISER'S OFFICE HARMLESS FROM ANY LIABILITY AS A RESULT OF THIS REQUEST.

I (we) hereby acknowledge that I have received and/or reviewed the Instruction Sheet, provided by the ECPA, prior to submitting this request. Further, I am aware that only one split-out or combination request form will be processed per tax roll year. Subsequent changes will be processed for the following year tax roll.

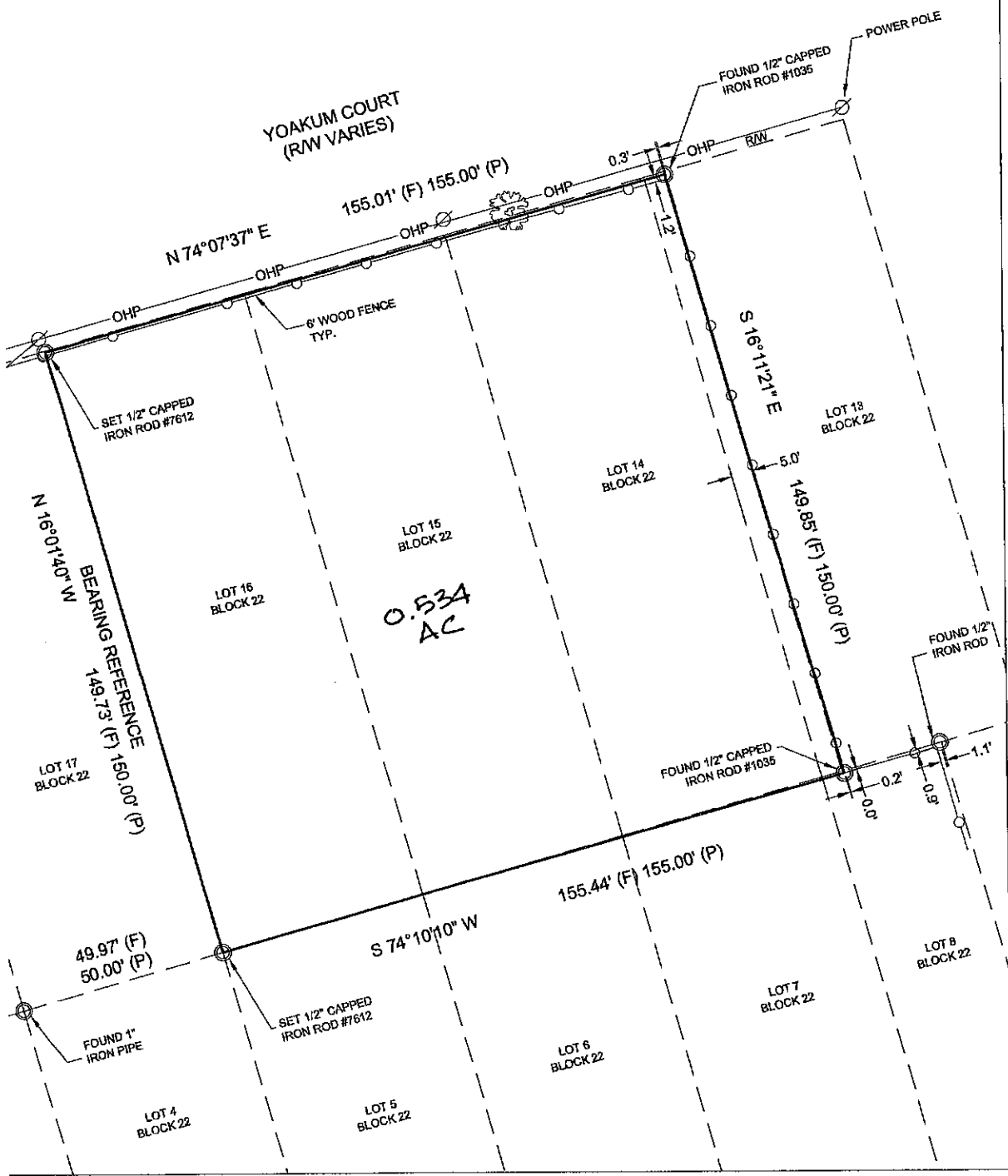
Jennifer A. Streckel
 Signature: _____

Signature: _____

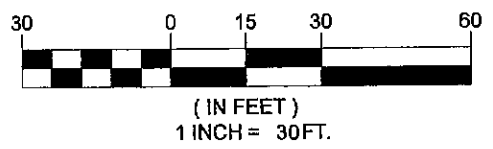
For Office Use Only
 Date Received: _____
 Received By: _____
 Processed By: _____
 Denial Letter Sent: / /



BOUNDARY SURVEY WITH IMPROVEMENTS



GRAPHIC SCALE



211 ADDRESS:
 207,209 YOAKUM COURT
 PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



LEGAL DESCRIPTION:

LOTS 14,15,16, AND THE WEST 5 FEET OF LOT 13, BLOCK 22, BRENTWOOD PARK, A SUBDIVISION OF PORTIONS OF SECTIONS 46 AND 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AND SECTION 8 AND 10, TOWNSHIP 2 SOUTH, RANGE 38 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 11 OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

(P) PLAT MEASUREMENT
 (D) FIELD MEASUREMENT
 R/W RIGHT-OF-WAY

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 12-2010.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST PROPERTY LINE OF LOT 16, BLOCK 22 AS N16°01'40"W.

CERTIFICATIONS:

IVEN H. & JENNIFER A. STRECKEL

SURVEYORS CERTIFICATE

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

Rob L. Working

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

SHEET 2 OF 2

AS
 NOT VALID UNLESS
 SEALED WITH AN
 EMBOSSED SEAL
4/6/11

Property Reference Number
46-1S-30-2001-016-022

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in a MU-1 Future Land Use District. The proposed zoning is allowed in the existing future land use district. Traffic concurrency would be addressed during the DRC process. Water, sewer and solid waste service are available and currently provided by the ECUA. **The proposed re-zoning is consistent with the Comprehensive Plan.**

B. Consistency with the Land Development Code

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

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

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

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

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

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

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

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

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

7.20.00 Locational Criteria

The parcel is located on Yoakum Court between Armenia Drive and Cary Memorial Drive. The re-zoning of the parcel to C-2 serves as infill development because over 50% of the block is currently zoned commercial (C-1) and has a commercial use. The intensity of the proposed development and requested zoning district is comparable with the intensity of the zoning and use of the surrounding parcels. Therefore, we request the Planning Board grant an exemption to the roadway requirements based on the following condition being met:

7.20.03. Exemptions. Exemptions to the roadway requirements may be granted by the DRC or RHE if one or more of the following conditions are met:

B. Infill development. In areas where over 50 percent of a block is either zoned or used for commercial

development, new commercial development or zoning may be considered without being consistent with the

roadway requirements. The intensity of the proposed development or new zoning district must be of a

comparable intensity of the zoning and development on the surrounding parcels. Typically, a block is defined

as the road frontage on one side of a street between two public rights-of-way. Exceptions will be considered

on a case-by-case basis and must be supported by competent and substantial evidence that the proposed

rezoning will accomplish "infill" development. The evidence must show that the proposed development or

rezoning will promote compact commercial development and will not promote ribbon commercial development.

Assuming the Planning Board grants the above request; the proposed re-zoning is not in conflict with the LDC and is consistent with the stated purpose and intent of the code.

C. Compatibility with surrounding uses

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

D. Changed Conditions

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

E. Effect on Natural Environment

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

F. Development Patterns

Proposed development would be located in a Mixed Use future land use district. The aforesaid district allows C-2 zoning and uses. The parcel adjoins a C-1 zoned parcel with a C-2 use. The parcel is to be used as expansion of a used car sales business which requires C-2 zoning. **The development of the parcel under the requested zoning would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County.**



**Development Services Bureau
Building Inspections Division**

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **525236**

Date Issued. : 02/02/2011

Cashier ID : VHOWENS

Application No. : PRZ110200001

Project Name : Z-2011-03

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	48141	\$1,500.00	App ID : PRZ110200001
		\$1,500.00	Total Check

Received From : frontier motors inc / STRECKEL JENNIFER A

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110200001	619312	1,500.00	\$0.00	211 YOAKUM CT, PENSACOLA, FL, 32505

Total Amount :	1,500.00	\$0.00	Balance Due on this/these Application(s) as of 2/18/2011
-----------------------	-----------------	---------------	--

MATTHEY DAVID & MARY E
2625 JARADA AVE
PENSACOLA FL 32526

BUSBEE COREEN M
214 W MICHIGAN AVE
PENSACOLA FL 32505

DIOCESE OF PENSACOLA
11 NORTH B ST
PENSACOLA FL 32501

DOLPHIN AQUARIUM & PET
238 W MICHIGAN AVE
PENSACOLA FL 32505

SPANN RANDALL B JR
240 W MICHIGAN AVE
PENSACOLA FL 32505

MATHENY BEATRICE LIFE EST &
223 MICHIGAN AVE
PENSACOLA FL 32505

FRONTIER MOTORS INC
230 BEVERLY PKY
PENSACOLA FL 32505

MATA REGIS G & SYLVIA DIANE
200 CAROLYN WAY
PENSACOLA FL 32503

ALI RAMZAN TRUSTEE
PO BOX 6231
PENSACOLA FL 32503

BRYAN ROBERT M
9000 ARCADIA RD
PENSACOLA FL 32534

LAWTON C DOUGLAS
139 QUITMAN LN
CLARKESVILLE GA 305230450

WILLIAMSON DOUGLAS W &
115 W MICHIGAN AVE
PENSACOLA FL 32505

WILLIAMSON JOAN M
1590 ASHVILLE DR
PENSACOLA FL 32514

VILLAMOR TRANQUILINO
213 W MICHIGAN AVE
PENSACOLA FL 32505

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

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

WILLIAMSON JOAN M
1590 ASHVILLE DR
PENSACOLA FL 32514

WEST MICHIGAN DEVELOPMENT LLC
3700 N PALAFOX ST
PENSACOLA FL 32505

MADDOX BARBARA GRIMES
222 CAROLYN WAY
PENSACOLA FL 32505

WHITE ERICA M
207 WEST MICHIGAN AVE
PENSACOLA FL 32505

HALL ELSIE L
801 1/2 CARY MEMORIAL DR
PENSACOLA FL 32505

WISE JEWEL LIFE EST &
4224 FUTURA DR
PENSACOLA FL 32505

GREEN BRANDON V
205 W MICHIGAN AVE
PENSACOLA FL 32505

HALL RICKEY W
801 N CARY MEMORIAL DR
PENSACOLA FL 32505

MOON FOREST LLC
812 N SPRING ST
PENSACOLA FL 32501

COOPER JOHN C & CHARLENE
124 W CAROLYN WAY
PENSACOLA FL 32505

JACKSON TONY L &
203 WEST MICHIGAN AVE
PENSACOLA FL 32505

MOSS CORA J
121 YOAKUM CT
PENSACOLA FL 32505

MURRAY WANDA DEWBERRY
KYSER
119 BEVERLY PKY
PENSACOLA FL 32505

BANWELL PAULA LORRAYNE
205 YOAKUM CT
PENSACOLA FL 32505

ZARAHN EDWARD A TRUSTEE FOR
PO BOX 17105
PENSACOLA FL 325227105

FENDLEY CLARA N
115 YOAKUM CT
PENSACOLA FL 32505

EQUITABLE INTEREST LLC
117 BEVERLY PKWY
PENSACOLA FL 32505

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

ZARAHN EDWARD A &
229 BEVERLY PKWY
PENSACOLA FL 32505

TESTON DONALD L &
904 ARMENIA DR
PENSACOLA FL 32505

BEASLEY GRADY O & MARY
7579 LAKESIDE DR
MILTON FL 32583

MCARTHUR JESSE D
303 YOAKUM CT
PENSACOLA FL 32505

PEACOCK CYNTHIA D &
125 W MICHIGAN AVE
PENSACOLA FL 32505

CARVIN ROYCE B
135 W MICHIGAN AVE
PENSACOLA FL 32505

CRANE RICHARD H
5157 STEVENDALE DR
PENSACOLA FL 32526

SCHNEIDER RONALD N & TERRIE B
7543 WOODS RD
PENSACOLA FL 32526

PALAGUTA NATALIE
118 YOAKUM CT
PENSACOLA FL 32505

DENHAM ELIZABETH C MARTIN
906 CARY MEMORIAL DR
PENSACOLA FL 32505

FREEMAN OLA
116 YOAKUM CT
PENSACOLA FL 32505

GASKINS BRITTANY E
114 YOAKUM COURT
PENSACOLA FL 32505

ROSS LAURA
112 YOAKUM CT
PENSACOLA FL 32505

AMERSON LELA D
208 W MICHIGAN AVE
PENSACOLA FL 32505

FULFORD CHRISTOPHER C III
200 W MICHIGAN AVE
PENSACOLA FL 325052856

FAITH CHAPEL FUNERAL HOME INC
100 BEVERLY PKY
PENSACOLA FL 32505

CALVERT T WADE
C/O VILLA CLARA
501 E BURGESS RD # H-9
PENSACOLA FL 32504

CONWAY EVA R LIFE ESTATE
6205 CHICAGO AVE
PENSACOLA FL 32526

BROWNING MILTON V
306 MICHIGAN AVE
PENSACOLA FL 32505

DOLGENCORP INC
100 MISSION RIDGE
GOODLETTSVILLE TN 37072

INGRAM ROBERT D
8530 JERNIGAN RD
PENSACOLA FL 32514

MURRAY ESTHER J & ROUSE DEE
115 BEVERLY PKWY
PENSACOLA FL 32505

SYNOVUS BANK
1148 BROADWAY
COLUMBUS GA 31901

EATON TIMOTHY P
202 YOAKUM CT
PENSACOLA FL 32505

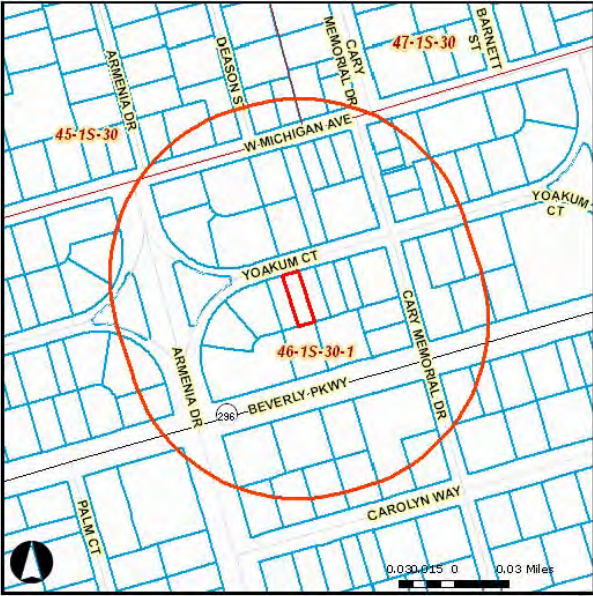
MURPHY JOHN P & LORA
6475 FIRST AVE SOUTH
SAINT PETERSBURG FL 33707

STRECKEL JENNIFER A
5840 RED CEDAR ST
PENSACOLA FL 32507

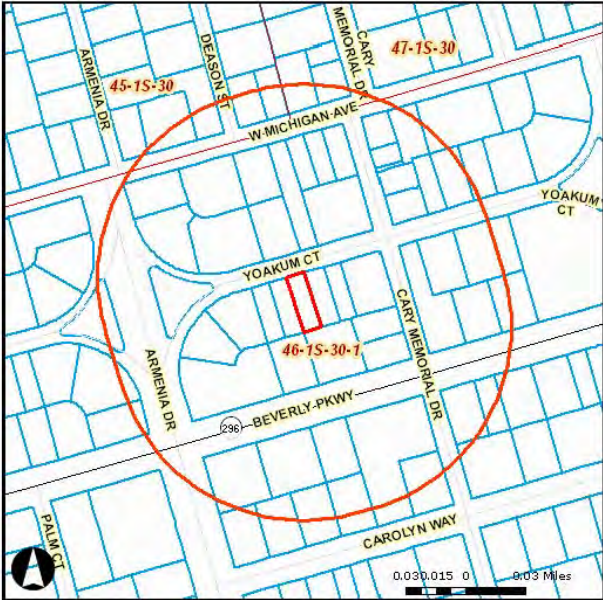
TOM HAMMOND
3802 N S ST
PENSACOLA FL 32505

500-ft radius mailing list obtained from the Escambia County Property Appraiser website (www.escpa.org)

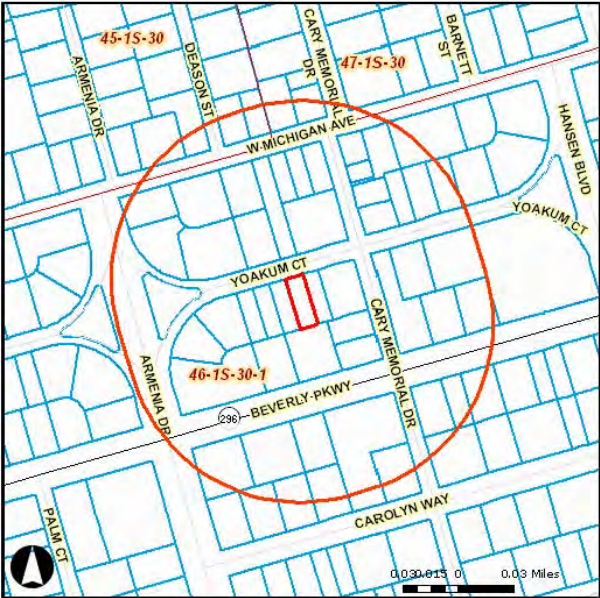
ECPA Map



207 Yoakum Ct



209 Yoakum Ct



211 Yoakum Ct

- Map Grid
-
- Major Roads
- County Road
 - Inter State
 - State Road
 - US Highway

- All Roads
-
- Property Line
-

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Case #: Z-2011-03

Public Hearing Agenda Item/Description:

In Favor Against

*Name: Tom Hammond

*Address: 3407 N. 15th St *City, State, Zip: Pensacola, FL 32505

Email Address: tom@selanddesign.com Phone: 434 2603

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

Z-2011-04

PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

25

1 * * *

2 **CASE NO:** Z-2011-04

3 Location: 825 Diamond Dairy Road

4 831 Trammel Boulevard

5 1000 Trammel Boulevard BLK

6 Parcel: 26-1S-30-2101-000-034

7 26-1S-30-2101-001-034

8 26-1S-30-2101-003-034

9 From: R-5, Urban Residential/Limited Office

10 District, (cumulative) High Density

11 (20 du/acre)

12 To: C-1, Retail, Commercial District

13 (cumulative) (25 du/acre)

14

09:03 15 MR. BRISKE: Our next case up today is

16 Z-2011-04, 831 Trammel Road, 1000 Block of Trammel

17 Boulevard, and 825 Diamond Dairy Road. It's a

18 request to rezone from R-5, Urban

19 Residential/Limited Office District, to a C-1,

20 Retail Commercial District. It's being presented

21 today by Khalifah Mohamed and for the property owner

22 who is Mohamed Mohamed, the owner.

23 MR. BRISKE: Ms. Mohamed, if you would, please

24 state your name and address for the record and be

25 sworn in, please.

09:04 26 MS. MOHAMED: My name is Khalifah M. Mohamed.

27 (Khalifah M. Mohamed affirmed.)

28 MR. BRISKE: Members of the Board, has there

29 been any ex parte' communication between you and the

30 applicant, the applicant's agents, attorneys,

31 witnesses or fellow Planning Board members or anyone

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1 from the general public prior to this hearing? I'll

2 also ask if you visited the subject site and also

3 disclose if you are a relative or business associate

4 of the applicant or the applicant's agent.

5 MS. ORAM: No communication or association and

6 I have not visited the site.

7 MS. HIGHTOWER: No communication or association

8 and I have not visited the site.

9 MR. GOODLOE: No communication or personal

09:05 10 discussion and I have not visited the site.

11 MR. BARRY: No communication and no

12 relationship. I'm familiar with the parcels.

13 MR. BRISKE: For the Chairman, no

14 communication, no association with them. I have not

15 visited the site.

16 MS. DAVIS: No to all of the above.

17 MR. BRISKE: Thank you. That's the easy way to

18 do it.

19 MR. WINGATE: No communication, just a drive-by

09:05 20 in the area.

21 MS. SINDEL: No, to all the above.

22 MR. BRISKE: Thank you.

23 Staff, was notice of hearing sent to all

24 interested parties?

25 MS. SPITSBERGEN: Yes, sir, it was.

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1 MR. BRISKE: Was the notice of the hearing

2 posted on the subject property?

3 MS. SPITSBERGEN: Yes, sir, it was.

4 MR. BRISKE: I'll now ask you to present the

5 maps and photographs for Z-2011-04, please.

6 MS. HARRIS: Lynette Harris, Urban Planner.

7 The maps and photographs for Case Z-2011-04, located

8 at 825 Diamond Dairy Road, and 831 and the 1000

9 Block of Trammel Boulevard. The request is from

09:06 10 R-5, Urban Residential/Limited Office District, to

11 C-1, Retail Commercial District.

12 This is a map of the location and wetlands.

13 The aerial photograph of the parcels. The Future

14 Land Use and existing land use map. And the zoning

15 map with the 500-foot radius.

16 A photograph of the public notice sign that was

17 posted on the property. A photograph looking east

18 along Diamond Dairy Road. Looking west along

19 Diamond Dairy Road. A photograph of the

09:07 20 intersection of Trammel Boulevard and Diamond Dairy

21 Road. Looking south at the subject property. And

22 looking southeast at the subject property from

23 Trammel Boulevard. Once again, the 500-foot radius

24 map that was obtained from the Escambia County

25 Property Appraiser's Website, and all the mailing

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1 addresses for the notice. That concludes staff's

2 presentation.

3 MR. BRISKE: Any questions from the Board

4 members on the photographs or locational maps?

5 MS. MOHAMED: I have a question.

6 MR. BRISKE: Yes, ma'am.

7 MS. MOHAMED: Okay. The location that was

8 presented in regards to the side of building,

9 southeast of the building looking from Trammel, in

09:07 10 actuality you're looking from Alfonso Street on that

11 particular roadway.

12 MR. BRISKE: Can we go back to that photograph,

13 please?

14 MS. MOHAMED: That road there is not Trammel.

15 It's Alfonso Street.

16 MR. BRISKE: Okay. So noted for the record and

17 we will have the staff verify that and we can adjust

18 the package just so that everything is correct.

19 MS. MOHAMED: There's a survey map, too.

09:08 20 MR. BRISKE: Okay. Ms. Mohamed, let me ask you

21 a couple of questions here before we get started.

22 Have you received a copy of the rezoning hearing

23 package with the staff's Findings-of-Fact?

24 MS. MOHAMED: Yes, I did.

25 MR. BRISKE: Do you understand that you have

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1 the burden of proving substantial competent evidence
 2 that the proposed rezoning is consistent with the
 3 Comprehensive Plan, furthers the goals and
 4 objectives and policies of the Comprehensive Plan
 5 and is not in conflict with any portion of the
 6 County's Land Development Code?
 7 MS. MOHAMED: Yes, I do.
 8 MR. BRISKE: Thank you. Please proceed with
 9 your presentation.
 09:09 10 MS. MOHAMED: My intention as a Native American
 11 citizen born here in Escambia County, Pensacola,
 12 Florida is to have a small business location from
 13 the location that I'm presently located at 813
 14 Diamond Dairy Road to 831 Diamond Dairy Road.
 15 Also, listed on the map it indicated that that
 16 particular area was Trammel, 831 Trammel. In
 17 actuality from my Gulf Power bill it indicated that
 18 location is 831 Diamond Dairy Road and I want to
 19 submit this to the --
 09:10 20 MR. BRISKE: Okay. Let's --
 21 MS. MOHAMED: The previous owner was also
 22 Diamond Dairy Road.
 23 MR. BRISKE: Lloyd, would you please describe
 24 what that is for the record and then we'll have the
 25 Board accept it into evidence.
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1 MR. KERR: This is a copy of a Gulf Power bill
 2 for 831 Diamond Dairy Road and this is a copy of
 3 their bill.
 4 MR. BRISKE: Pleasure of the Board to accept it
 5 into evidence?
 6 MR. BARRY: Which parcel is it on the map?
 7 MR. KERR: Let's go back to the map.
 8 MS. MOHAMED: The map has been combined as one
 9 for that location, so that's what I'm submitting to.
 09:10 10 MR. KERR: It could be that -- there's three
 11 separate parcels here and it could be that this bill
 12 was mailed to the address that the power company
 13 had. We utilize the property appraiser's site and
 14 our own GIS to determine what the addresses are
 15 according to the property reference numbers. I
 16 really don't have an explanation as to why Gulf
 17 Power would necessarily have this particular
 18 address. So we can certainly enter it into
 19 evidence, although we would stand on our addresses
 09:11 20 based on our data.
 21 MS. SINDEL: Mr. Chair, I can appreciate that
 22 we can accept a power bill into evidence, but all it
 23 is is a power bill into evidence. It does not
 24 add --
 25 MR. KERR: If Ms. Mohamed would like to make it
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1 a part of her submittal then certainly we can accept
 2 it provided that the Board, obviously, would want to
 3 accept it.
 4 MR. BRISKE: Yes, she can submit any evidence
 5 that she wishes to for the record. I would
 6 recommend, based on that fact, that we do accept it
 7 into evidence because it's her case to prove. I
 8 would like for the Board members to review it so
 9 that they have an idea of what they're approving
 09:12 10 before we approve it, please.
 11 MS. SINDEL: I'll make the motion and then we
 12 can go from there.
 13 MR. BRISKE: Just give us a moment,
 14 Ms. Mohamed, so we can review it, please.
 15 MS. MOHAMED: Okay.
 16 MR. BRISKE: Thank you. I did hear you down
 17 there, Ms. Sindel. You said you would make a
 18 motion.
 19 MS. SINDEL: Yes, but I know we need to look at
 09:12 20 it.
 21 MR. BRISKE: We'll see if we get a second on
 22 the motion here.
 23 Ms. Mohamed, while the Board is reviewing that,
 24 the burden of proof, as I said, is on you to prove.
 25 The staff's Findings-of-Fact on several of the
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1 criteria show that they're not compatible with the
 2 area, so we would ask that in your presentation that
 3 you will want to make sure that you go through the
 4 criteria and explain why you would have evidence to
 5 the contrary of what the staff's findings are.
 6 Let's go ahead and get this brought in, but
 7 that will give you a chance to start preparing for
 8 that, if you will.
 9 MS. SINDEL: Mr. Chairman, I will move that we
 09:14 10 accept into evidence the copy of the Gulf Power
 11 bills that reflects residential service at 1252
 12 Trammel Boulevard.
 13 MS. DAVIS: I second that.
 14 MR. BRISKE: How many pages are on there?
 15 MS. SINDEL: Let me count them. Twelve.
 16 MR. BRISKE: A motion to accept the 12 pages.
 17 MS. SINDEL: I'm sorry. Let me amend that. It
 18 shows the service address as 831 Diamond Dairy Road.
 19 MR. BARRY: Mr. Chairman, I believe those are
 09:14 20 all copies of the same document.
 21 MS. MOHAMED: I made 13 copies.
 22 MS. SINDEL: There are.
 23 MR. BRISKE: I'm sorry. So just one copy. A
 24 motion and a second. Is there any discussion on it?
 25 All those in favor, say aye.
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1 (Board members vote.)
 2 MR. BRISKE: Opposed?
 3 (None.)
 4 MR. BRISKE: Let the record show that will be
 5 Applicant's Exhibit Number A.
 6 (Applicant's Exhibit A, Gulf Power Bill, was
 7 identified and admitted.)
 8 MS. MOHAMED: Also, in regards to the
 9 residential status of it, it was commercial. I've
 09:15 10 got the Gulf Power marking. Whereas, the building
 11 was vacant and in order to supply the need for us as
 12 a payee of Gulf Power, they changed it to
 13 residential until we go and rezone what we need to
 14 be rezoned, the rezoning of it.
 15 MR. BRISKE: Okay. All right we have that in
 16 evidence.
 17 MS. MOHAMED: This says commercial.
 18 MR. BRISKE: Okay. Go ahead with your
 19 presentation, please.
 09:16 20 MS. MOHAMED: Okay. From the findings from the
 21 staff it indicates that Criterion (1), the proposed
 22 amendment of C-1 is consistent with the intent and
 23 purpose of the Future Land Use category of Mixed
 24 Use.
 25 Criterion (2) stated in their findings that it
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1 was inconsistent.
 2 Criterion (3) said it wasn't compatible with
 3 the surrounding area. And because there was 34
 4 single residential, 15 vacant lots and one church
 5 and one commercial business.
 6 And that's not the case. Looking at the map
 7 here, over here. Okay.
 8 MR. BRISKE: Do we have a laser pointer that we
 9 can use to help her? Okay. I'm trying to get you
 09:17 10 some help so you can point.
 11 MS. MOHAMED: Anyway, if y'all have got a copy
 12 of the map, you can turn to the map. Do you have a
 13 map?
 14 MS. SINDEL: We have the map in front of us.
 15 MR. BRISKE: Is this the one that you would
 16 like to refer to?
 17 MS. MOHAMED: Right. Now, looking at the map
 18 here, it's indicated Industrial and C-2 property are
 19 located within the 500-foot radius of this
 09:17 20 particular location. And also there's another
 21 location right here, which is not listed, which is
 22 Industrial also.
 23 MR. BRISKE: We have the map up there now,
 24 Ms. Mohamed, that shows the different types of the
 25 zoning in the area.
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1 MS. MOHAMED: Right. See, Industrial is in the
 2 area and they have a C-2 already in the area. But
 3 the Future Land Use Map indicated that this property
 4 here will be -- and the map that shows -- our map is
 5 incorrect, too, going by what I'm going to present
 6 to you right now, 13 copies, of what a collector
 7 road is and what the distance between an arterial
 8 roadway and also showing that our property does not
 9 about C-2 property.
 09:18 10 MR. BRISKE: Do you wish to bring this into
 11 evidence?
 12 MS. MOHAMED: Yes, I do.
 13 MR. BRISKE: Board members, if you will draw
 14 your attention to the Wickapedia document, it
 15 appears to be one, two, three, four, five pages,
 16 which includes some maps, a zoning map, definitions,
 17 and a survey. It appears to be of the subject
 18 property.
 19 The Chair will entertain a motion to accept
 09:19 20 this into evidence as Applicant's Exhibit B.
 21 MS. DAVIS: I so move.
 22 MR. BARRY: Second.
 23 MR. BRISKE: Any discussion on the document?
 24 Okay, all those in favor, please say aye.
 25 (Board members vote.)
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1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: All right. It passes unanimously.
 4 (The motion passed unanimously.)
 5 MR. BRISKE: This will be marked as Applicant's
 6 Exhibit B for the record.
 7 (Applicant's Exhibit B, Wickapedia document,
 8 was identified and admitted.)
 9 MR. BRISKE: Go ahead, Ms. Mohamed.
 09:20 10 MS. MOHAMED: Okay. It's indicated that the
 11 property is not within the criteria, which I submit
 12 that it is because it's not touching R-2 property
 13 from the map that's shown.
 14 See, Wingfoot is County property or
 15 right-of-way which is divided by a center line which
 16 shows that this side of Wingfoot -- if you put a
 17 line down the middle of the road, this side of
 18 Wingfoot is R-5. This half of Wingfoot is R-2.
 19 To abut, looking up in the dictionary,
 09:21 20 indicates -- means to touch and our property is not
 21 touching R-2, but it's within the guideline of R-5
 22 zoning.
 23 MR. BARRY: May I ask her a question?
 24 MR. BRISKE: Yes, go ahead.
 25 MR. BARRY: So what you're saying is because
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1 the County right-of-way that's on the south side of
 2 the property, you're saying it doesn't abut because
 3 of that right-of-way there?

4 MS. MOHAMED: Right. That's what it indicates.
 5 Look at the map there from what I submitted and
 6 what's been submitted to me by the committee.

7 MR. BARRY: I just want to make sure what you
 8 were looking at as to why, so that's what you're
 9 saying.

09:22 10 MS. MOHAMED: See this? You see this here?
 11 This here is R-5. Within the colored area is our
 12 R-5. But then this dividing line -- see the line
 13 right here? See this side is R-5 and this side is
 14 R-2. This is our property and our property is not
 15 abutting R-2.

16 MR. BARRY: I just wanted to be clear what you
 17 were saying. I understand.

18 MS. MOHAMED: That's what I'm talking about.

19 MR. BRISKE: Ms. Mohamed and any other
 09:22 20 applicants or witnesses that speak, we will need you
 21 to speak into the microphone. Our court reporter is
 22 recording and she's keeping track of it, so if you
 23 come up here she may not pick up some of your
 24 testimony, so it's important to keep in there.

25 The applicant is using Exhibit B to argue that
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1 her property is not abutting the R-2 area because
 2 there is a public right-of-way there.

3 Okay. Ms. Mohamed, what else did you have on
 4 this document?

5 MS. MOHAMED: Now, it says something about
 6 being on a local road, but that's why I submitted
 7 this thing about a collector road. See, now,
 8 Diamond Dairy and Alfonso is the main thoroughfare
 9 for people from the Blue Angel Parkway, Pinestead,
 09:23 10 Longleaf, UPS and their route and all the other
 11 industrial trucks to come to this particular roadway
 12 to get to Pensacola Boulevard. And my contention is
 13 this is a collector road. And from looking at this
 14 last night, you can see the date, 3/6, it came in my
 15 mind to look up the word collector road.

16 It says a collector road or a distributor road
 17 is a low or moderate capacity road which serves to
 18 move traffic from local streets to arterial roads.

19 Unlike arterials, collectors are also designed to
 09:24 20 provide access to residential property. Rarely will
 21 addition -- will differentiate major or minor
 22 collector roads, the former being wider and busier
 23 and more significant.

24 Specifications. A collector road can vary
 25 widely in appearance. Some urban collectors are

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1 wide boulevards in a community or a connecting
 2 section. Others are like -- others -- excuse me.
 3 Others are residential streets which are typically
 4 wider than local roads, although few are wider than
 5 four lanes. Small scale commercial areas can be
 6 found on collector roads in residential areas. Key
 7 community functions such as schools, churches,
 8 recreational facilities can be found on a collector
 9 road. The flow of a collector road usually consists
 09:25 10 of a mixture of signal intersections or traffic
 11 circles with arterial roads. It says some. Okay.

12 Okay. Signals, circles or a stop sign often in
 13 the form of a four-way stop with other collector
 14 roads and unsignal -- wait a minute. Unsignal,
 15 whatever that word. Unsignalized, what that is?

16 MS. SINDEL: Something without a signal.

17 MS. MOHAMED: Intersection with local streets
 18 which favor traffic movement on the collector.

19 So my contention of this here, with the road
 09:26 20 being -- having a AD daily traffic of 200,900 daily
 21 car count per day, going by this -- I submit it,
 22 too -- from the traffic department.

23 MR. BRISKE: Let's take that item. Let's go
 24 back to -- Ms. Mohamed was reading from her
 25 definition of collector road, Applicant Exhibit's B,

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1 which is paragraphs two and three, just for the
 2 record.

3 Lloyd, what document do we have submitted?

4 MR. KERR: It looks like a count of the number
 5 of cars at different times during the day.

6 MS. MOHAMED: Well, from Alfonso, Wingfoot,
 7 down to -- in that particular area. That's what
 8 Tommy told me from the traffic department.

9 MR. KERR: That appears what it is. Although,
 09:27 10 there's not multiple copies of this.

11 MR. BRISKE: Ms. Mohamed, did you receive that
 12 document from a county employee?

13 MS. MOHAMED: Yes, I did.

14 MR. KERR: I'm sorry, there are three copies.

15 MS. MOHAMED: I did, northbound, southbound.

16 MR. KERR: We've got one. Let me see.

17 MR. BRISKE: I just want to make sure we get
 18 them entered into evidence as the correct exhibits.
 19 Are there separate items or would you like to submit
 09:27 20 them all together.

21 MS. MOHAMED: You can keep them.

22 MR. BRISKE: Together as one exhibit or
 23 separately?

24 MS. MOHAMED: All together.

25 MR. KERR: We've got northbound and southbound

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PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

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1 traffic counts on Wingfoot Way between Alfonso
2 Street and Wagner Road.
3 MS. MOHAMED: Which goes around to -- you have
4 to get to Diamond Dairy Road and Alfonso to get out
5 of there.

6 MR. KERR: On June 5th and June 7th. It does
7 not indicate the year.

8 MS. MOHAMED: That's what he gave me.

09:28 9 MR. KERR: I'm sorry. Then we've got a count
10 of all vehicles on Alfonso and Wingfoot that was
11 dated June 3rd, 2010.

12 MS. MOHAMED: I give you the average amount of
13 traffic in regards to it being a collector road.

14 MR. BRISKE: Yes, ma'am. Go ahead and just
15 start them down there and let's let everyone review
16 them since she's submitting them as an exhibit.

17 Ms. Sindel, would you send back one of those
18 Gulf Power ones? I've got one of these. I just
19 want to keep track of these.

09:29 20 MS. DAVIS: Mr. Chairman, I have a question for
21 her for the record.

22 MR. BRISKE: Yes, ma'am.

23 MS. DAVIS: Ms. Mohamed, for the record, please
24 tell us what is that you're doing, what business is
25 it that your transferring to this location?

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1 MS. MOHAMED: I do sewing and alteration,
2 tailoring. I fix people's clothes. You just come
3 on over there, honey. If you want something done
4 right, just come to me because I've got people
5 coming in there.

6 MR. BRISKE: Although that's a very good
7 question, I would remind everyone that the Board
8 must consider what all of the uses that could
9 potentially be in C-1 could be on that property
09:29 10 because if you sell it to someone else and it's a
11 C-1, they can put in whatever they want.

12 MS. MOHAMED: In that case it's the owner's
13 stipulation clause to put in. When the person who
14 is renting from us, we put in a clause as to use
15 because it came to us before and that property will
16 not be used for any illegal, which I don't smoke,
17 drink or use no drugs or anything of that nature and
18 that property will not be used for that particular
19 type of business.

09:30 20 And I'm the first woman in the neighborhood
21 drug patrol. We have a drug patrol established here
22 in the state of Florida, which I did receive the
23 Anheuser-Busch Award for community service.

24 MR. BRISKE: I agree with you. You can control
25 your own property and who you lease to, but what I'm

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1 saying is that if the County rezones it to a C-1,
2 then the County is bound by that law to allow any
3 business that can go in a C-1 to go in there. Now,
4 you can control who you allow in there, but the
5 County would be bound by the law which would say
6 that any business for a C-1 could go in there.

7 MS. MOHAMED: And the business for a C-1 going
8 by myself as a native Escambia County citizen,
9 Native American of the United States of America, we
09:31 10 do have control as to what goes onto your particular
11 property and your location, the ownership of your
12 business.

13 MR. BRISKE: Yes, ma'am. These items that
14 you've submitted on the traffic counts, I know you
15 covered some of the items. Was there a particular
16 part of these reports that you wanted to bring into
17 the record?

09:31 18 MS. MOHAMED: The daily traffic count, which
19 they indicated AADT traffic count, so, therefore, it
20 meets the criteria in that regard.

21 Also, if you look at the second map, which I
22 got from the County Appraiser's office, it indicates
23 that property is within a quarter of a mile from an
24 arterial roadway, also.

25 MR. BRISKE: Okay. As soon as the Board
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1 members have a chance to review this, then the Chair
2 will ask for a motion to entertain this as
3 Applicant's Exhibit C.

4 MR. BARRY: Mr. Kerr, those are not County
5 provided numbers, are they?

6 MR. KERR: They could be. We do traffic counts
7 on a regular basis. I can't attest that they are.

8 MR. BARRY: It looks like a third party
9 submitted the information.

09:32 10 MS. MOHAMED: That's one they contracted out.
11 That's what Tommy said. They had HSA, whatever.
12 They did the count for them, for the County traffic
13 department.

14 MR. BRISKE: Ms. Mohamed, just so it's easier
15 for our court reporter, if you will just let him
16 finish his conversation and then we'll hear from
17 you. I promise we'll let you say everything you
18 want to say.

19 MS. MOHAMED: Okay.

09:32 20 MR. KERR: HSA is a local consulting firm that
21 I know does work for the County. Whether or not
22 this was done as a project for the County or not, I
23 can't attest to that. However, I do know that they
24 do periodically do work for the County. I also know
25 that we do traffic counts in order to make sure that

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1 we have the correct classifications on our roads.
 2 MR. BRISKE: Okay.
 3 MR. BARRY: By looking at those numbers would
 4 that change the County classification for any of
 5 those roads?
 6 MR. KERR: I don't know specifically. What I
 7 do, the traffic and transportation department is
 8 responsible for that. Currently they have Diamond
 9 Dairy Road and Trammel Road listed as local roads.
 09:33 10 They're not listed as collector roads and that's
 11 what we base -- that listing is what we base our
 12 determination of whether or not a property would
 13 meet the location criteria is how we list those
 14 roads.
 15 MS. MOHAMED: Also, the map hadn't been updated
 16 from that particular -- from what I gather, that is
 17 a collector road.
 18 MR. BRISKE: Which map, Ms. Mohamed?
 19 MS. MOHAMED: From -- I'm saying -- okay. Let
 09:34 20 me get the thing out right here.
 21 MR. BRISKE: We want to make sure that we get
 22 the correct information on the record.
 23 MS. MOHAMED: Okay. That's what I'm saying,
 24 get the correct information on the record. I said
 25 looking at the terminology, not looking at the map,
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1 but looking at the terminology as to what a
 2 collector road is, that meets the specification for
 3 that location, although the staff and whoever
 4 haven't made the upgraded version of what that
 5 particular roadway is all about.
 6 MR. BRISKE: Lloyd, would you like to respond
 7 to that?
 8 MR. KERR: The only thing I can say is that the
 9 Traffic and Transportation Department makes those
 09:34 10 determinations, not the Planning and Zoning
 11 Department, and whatever their classifications are
 12 and however they determine that then is what we
 13 would base our findings on for whether or not
 14 something meets the locational criteria. I do not
 15 know what the schedule is to update the roads. I do
 16 know that they look at them frequently to make sure
 17 that they are updated. Whether or not Diamond Dairy
 18 Road meets all of those qualifications, I can't tell
 19 you. I do know that they're -- local roads in
 09:35 20 essence are used to access the properties along that
 21 road. Some local roads at times will act as
 22 collectors, but don't necessarily meet all the
 23 requirements to be a collector road.
 24 MR. BRISKE: Would the change of a status of
 25 the determination of the road have any impact on the
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1 staff's findings for the criteria?
 2 MR. KERR: Well, I think if it were determined
 3 that Diamond Dairy Road was a collector road, there
 4 is -- in the locational criteria, it can be along a
 5 collector road, I believe, as long as it's within a
 6 quarter mile of a traffic generator that generates
 7 at least 600 vehicles a day. According to
 8 Ms. Mohamed's map, it appears that it would be just
 9 under a quarter of a mile from the intersection of
 09:36 10 Diamond Dairy Road and Pensacola Boulevard.
 11 The traffic generator there is not the roadway.
 12 Let me also make that very clear. That the roadway
 13 is not a traffic generator. It is the use along a
 14 roadway. I would imagine -- and I believe that
 15 there is a convenience store that's located --
 16 gasoline station/convenience store located at that
 17 site. I would assume that would generate the total
 18 number, that it would exceed the 600 cars per day at
 19 that site, but I don't have the data to argue that.
 09:37 20 If it were changed, yes, I think it would have
 21 a bearing on the locational criteria because at
 22 least in that sense it would meet the locational
 23 criteria. There are other considerations as well
 24 that I believe we probably need to look at.
 25 MR. BRISKE: Okay. Do we have any other
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1 questions about the applicant's presented Exhibit C?
 2 If there are none, the Chair will entertain a motion
 3 to accept.
 4 MR. BARRY: So moved.
 5 MS. SINDEL: Second.
 6 MR. BRISKE: A motion and a second to accept.
 7 All those in favor, say aye.
 8 (Board members vote.)
 9 MR. BRISKE: Opposed?
 09:37 10 (None.)
 11 MR. BRISKE: It passes unanimously.
 12 (The motion passed unanimously.)
 13 MR. BRISKE: That will be shown as Applicant's
 14 Exhibit C, which is several pages of the applicant's
 15 information about traffic service levels for the
 16 area, for the roads.
 17 (Applicant's Exhibit C, Traffic Information,
 18 was identified and admitted.)
 19 MR. BRISKE: Ms. Mohamed, please proceed.
 09:38 20 MS. MOHAMED: Okay. And also there is no
 21 changed condition that will impact the property or
 22 the rezoning.
 23 And the effect on the natural environment,
 24 there is no environmental sensitive areas on the
 25 property that would have an adverse impact on the
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1 environment. Because I'm the one going out there
 2 from that railroad track around to Wingfoot and
 3 picking up paper off the side of the road and stuff
 4 where people drop it off in the neighborhood,
 5 putting the trash on the ground and everything. So
 6 I'm the one out there making the natural
 7 environment, which is our planet earth, stay clean.
 8 Okay?
 9 Now, also I'm the one who's out there cleaning
 09:39 10 up the -- see, the County road Wingfoot, if you were
 11 to go out there right now -- I got my bow saw, my
 12 chain saw and went out there and cleared off that
 13 roadway, which is an access road to the backside of
 14 our property. And all I want is for the County to
 15 come and get one of those hedge trucks, you know,
 16 those shredder trucks with the road prison to go out
 17 there and pick up -- get the trees I cut down with
 18 my hands. See the corns on my hands, y'all? See?
 19 So, anyway, the thing about me is that it takes
 09:39 20 people and communities to come together in unity and
 21 bring a change for the positive and not the
 22 negative. Like I said, because when I was doing my
 23 alteration and I heard the neighbors on the back or
 24 the people in the neighborhood on county property
 25 doing illegal activities on county property and
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1 that's when I called Wes Marino and Marie Young.
 2 They came out and they said they were going to do a
 3 one time cleaning. But what they did was they had
 4 this hedge hog truck, I mean, bush hog truck come
 5 out and cut the underbrush. But one tree they've
 6 got leaning on Mr. Easley's property there. I mean,
 7 I did call them and tell them they need to come take
 8 that tree away because if a storm comes and falls on
 9 Mr. Easley's property, I mean Mr. Easley can turn
 09:40 10 around and probably sue the County, you see. But
 11 the whole thing about me is it take us all working
 12 together in this community of Escambia County and
 13 what we're doing here -- what I'm doing out -- our
 14 subdivision is Olive Heights, because everything is
 15 all fixed up there over in Wedgewood with the paved
 16 road and everything, but them people on Capitol
 17 Boulevard, they still have a water problem, drainage
 18 problem. They can't get in their houses. Even
 19 before Willie Junior was County Commissioner
 09:41 20 everybody said they were going to come and improve
 21 that particular location where the people can have
 22 proper access to their houses during the rain and so
 23 forth.
 24 But the whole thing about this here. All I
 25 want to do is make a livelihood for myself so I
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1 won't be making like less than \$4,000 for the whole
 2 year. That's all I want. Give me a chance so I can
 3 do what I need to do to better my livelihood and --
 4 in which I'm already improving the surrounding
 5 neighborhood itself by me going out there and doing
 6 what I can, but I need your help in going ahead so I
 7 can do what I have to do for my business and bless
 8 me with the goodness while I'm here and to save me
 9 from torment and fire. And with the spiritual and
 09:42 10 financial wealth and good health you will be a
 11 balanced human being you see and we all can get
 12 along. Okay.
 13 MR. BRISKE: Thank very much.
 14 Board members, any question for Ms. Mohamed at
 15 this time?
 16 Staff, any questions?
 17 Ms. Mohamed, we'll just ask you to stay here.
 18 You can have a seat but we'll let the staff go
 19 through their presentation and then if there's any
 09:42 20 questions, you do have the right to cross-examine
 21 the staff, but I'll ask that we let them finish
 22 their presentation completely and then you will have
 23 a chance to ask any questions. Go ahead, please.
 24 (Lynette Harris, previously sworn.)
 25 MS. HARRIS: Staff findings for Case Z-2011-04.
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1 Criterion (1), consistent with the
 2 Comprehensive Plan. The proposed amendment to C-1
 3 is consistent with the intent and purpose of the
 4 Future Land Use category Mixed Use One (MU-1) as
 5 stated in Comp Plan Policy 7.A.4.7.f.1. However,
 6 the property does not meet the locational criteria
 7 roadway requirement for C-1 set forth in Comp Plan
 8 Policy 7.A.4.13.B because the property is located
 9 along two local roadways, Diamond Dairy Road and
 09:43 10 Trammel Boulevard.
 11 Criterion (2), consistent with this code. The
 12 proposed amendment is consistent with the intent and
 13 purpose of the C-1 zoning district per Land
 14 Development Code 6.05.14.A, but does not meet the
 15 roadway requirements for locational criteria for
 16 Land Development Code 7.20.05.A because the property
 17 is located along two local roads.
 18 When applicable, further review from the
 19 Development Review Committee, DRC, will be needed to
 09:43 20 ensure the adequate buffering requirements between
 21 C-1 zoning and the abutting R-2 zoning per Land
 22 Development Code 7.01.06.A.3 and all other
 23 performance standards have been met should this
 24 amendment be granted.
 25 Criterion (3), compatible with surrounding
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1 uses. The proposed amendment to C-1 is not
 2 compatible with the surrounding and existing uses in
 3 the area. Upon conducting a site visit, staff
 4 observed 34 single-family residential lots, 15
 5 vacant lots, one church and one commercial business.
 6 Criterion (4), changed conditions. Staff found
 7 one rezoning case, Z-2007-66, which could impact the
 8 amendment or property. The request was to rezone
 9 two of the subject properties 831 and the 1000 block
 09:44 10 of Trammel Boulevard, from R-5 to R-6. After
 11 several public hearings the Board of County
 12 Commissioners denied the request at its August 7th,
 13 2008 meeting.
 14 Criterion (5), effect on the natural
 15 environment. According to the National Wetland
 16 Inventory, wetlands and hydric soils were not
 17 indicated on the subject property.
 18 When applicable, further review from DRC will
 19 be necessary to determine if there will be any
 09:45 20 significant adverse impact on the natural
 21 environment.
 22 Criterion (6), development patterns. The
 23 proposed amendment would not result in a logical and
 24 orderly development pattern. The properties are
 25 located along local roads in a predominately
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1 residential area. The permitted uses of the C-1
 2 zoning district are not of a comparable intensity of
 3 the surrounding uses and the property does not meet
 4 the locational criteria for the commercial
 5 development.
 6 That concludes staff's findings for Z-2011-04.
 7 MR. BRISKE: Board members, any questions of
 8 the staff?
 9 Ms. Mohamed, do you wish to cross-examine the
 09:45 10 staff's findings? If you do, please come to the
 11 microphone.
 12 MS. MOHAMED: I don't want to cross-examine. I
 13 want to make a point right here.
 14 MR. BRISKE: Yes, ma'am, just let's get on the
 15 record here at the microphone.
 16 MS. MOHAMED: Okay. See, the subdivision that
 17 this particular property is on is called Olive
 18 Heights. And it's on a three-way road, if you want
 19 to say a local road, which the one road is the
 09:46 20 collector road from Diamond Dairy to Alfonso going
 21 back to Pine Forest and Blue Angel Parkway.
 22 Now, Olive Heights is -- the property is
 23 located -- it's not impacting our subdivision.
 24 Excuse me for a minute.
 25 You see this here? This is the beginning --
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1 I'm showing.
 2 MS. SINDEL: You need to be back at the
 3 microphone.
 4 MR. BRISKE: Yes, ma'am. Please.
 5 MS. MOHAMED: I'm showing Lloyd Kerr the map
 6 for the subdivision.
 7 MR. KERR: I think Ms. Mohamed needs to address
 8 the Board.
 9 MR. BRISKE: Right. If you will address the
 09:47 10 Board. The Board will be making the decision.
 11 MS. SINDEL: You need to stay at the
 12 microphone.
 13 MR. BRISKE: Just tell us what you've got.
 14 MS. MOHAMED: What I have is a subdivision map
 15 of our area called Olive Heights which is not within
 16 the subdivision area, but is the beginning of that
 17 particular location and it's on a three-way road,
 18 which is on a corner lot. That's what I wanted to
 19 say.
 09:47 20 MR. BRISKE: Do you want to enter that as
 21 evidence into the record or are you just using it as
 22 a reference point for us?
 23 MS. MOHAMED: I'm giving it to you because I
 24 can get another one from the Property Appraiser.
 25 MR. BRISKE: So you want to submit that?
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1 MS. MOHAMED: I'm submitting this as evidence.
 2 It's on a three-way road and it's on a corner lot.
 3 MR. BRISKE: Okay.
 4 (Indicating to the Board.)
 5 MS. MOHAMED: Olive Heights is right here.
 6 This is on a three-way road right here, Diamond
 7 Dairy and Alfonso, and on a corner lot.
 8 MR. BRISKE: Just for the record, when you
 9 speak up here and not in the microphone --
 09:48 10 MS. MOHAMED: It's on a three-way road and it's
 11 on a corner lot.
 12 MR. BRISKE: Board members, this is a map. It
 13 appears to be created by the Office of the County
 14 Appraiser. It shows Section 25, Township 1 South,
 15 Range 30 West, and it's a map showing the location.
 16 And the applicant has acknowledged that she wants to
 17 show that the property is on a three-way
 18 intersection.
 19 MS. MOHAMED: On the corner.
 09:48 20 MR. BRISKE: The date of this map is
 21 February 8th of 2010, and it appears to be a map
 22 presented -- created by the County. The Chair will
 23 entertain a motion to accept it as Applicant Exhibit
 24 D.
 25 MR. BARRY: So moved.
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1 MS. SINDEL: Second.
 2 MR. BRISKE: A motion and second. All those in
 3 favor, say aye.
 4 (Board members vote.)
 5 MR. BRISKE: Opposed?
 6 (None.)
 7 MR. BRISKE: That will be shown as Applicant's
 8 Exhibit D. Mr. Goodloe, if you would note that on
 9 the top of that, please, that it's Applicant's
 09:49 10 Exhibit D, as in dog.
 11 (Applicant Exhibit D, Map, was identified and
 12 admitted.)
 13 MR. BRISKE: Yes, ma'am, Ms. Mohamed.
 14 MS. MOHAMED: So I pray that you look at it in
 15 the spirit of in 2011 let's all get together by
 16 helping one another. Peace be upon everybody and
 17 everybody on this planet.
 18 MR. BRISKE: Thank you. We do have some
 19 members of the public which wish to speak on this.
 09:49 20 I will let everyone in the chambers know that at
 21 ten o'clock we will be taking a brief recess for a
 22 few minutes, probably about a ten minute recess.
 23 I'll probably be turning over the Chair to Mr. Barry
 24 for just a few minutes as I have to take a very
 25 important phone call that I cannot miss, so I'm
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1 going to turn it over to him after we come back from
 2 the break for a few minutes.
 3 So at this time, members of the public, if
 4 there's anyone here who wishes to speak on this
 5 matter, please note that the Planning Board bases
 6 its decisions on the criteria and exceptions
 7 described in Section 2.08.02.D of the Escambia
 8 County Land Development Code. During our
 9 deliberations the Planning Board will not consider
 09:50 10 general statements of support or opposition.
 11 Accordingly, please limit your testimony to the
 12 criteria and exceptions described in Section 2.08.
 13 Please also note that only those individuals who
 14 have completed a request to speak form and who have
 15 spoken at this hearing before the Planning Board
 16 will be allowed to speak at the subsequent hearing
 17 before the Board of County Commissioners.
 18 Keep in mind, folks, that we want you to limit
 19 your comments to the criteria. We have six criteria
 09:51 20 that we address. If you believe that your comments
 21 are pertinent to those criteria, then we would ask
 22 you to address why you believe the staff's findings
 23 is correct or if you're in support of it why
 24 Ms. Mohamed's position is correct. Just coming up
 25 and saying I'm in favor of it, I'm not in favor of
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1 it doesn't really do us any good. We need you to
 2 talk specifically about the criteria.
 3 The first speaker is Jerry Gordon. Yes, sir.
 4 If you will come forward. Please state your name
 5 for the record and have the clerk swear you in, sir.
 6 PASTOR GORDON: Jerry W. Gordon, 6907 Kelvin,
 7 Pensacola, Florida. I'm the pastor of the church
 8 that's opposed.
 9 (Pastor Jerry W. Gordon affirmed.)
 09:51 10 MR. BRISKE: Thank you, sir. Your
 11 presentation, please.
 12 PASTOR GORDON: Yes, sir. My reason for
 13 opposing the rezoning of this area, this is a very
 14 heavy crime area, drugs and prostitution that
 15 parades those streets the early part of the
 16 afternoon and at night. On Wednesdays and whatever
 17 night that we're having activities at our church, we
 18 have to lock the doors. When members come up, they
 19 have to knock. Sometimes it's disturbing to the one
 09:52 20 that's teaching with a knock on the door to get in.
 21 We've gone down this in the past and whenever
 22 you go in that area at night you can see the
 23 activity going on. Whenever we're having something
 24 at night the drug dealers park their cars among our
 25 cars and deal out of our church parking lot so
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1 that's why we really object to this here because
 2 it's going to enhance crime in the area. It's
 3 already infected with drugs and prostitution and
 4 whatnot. And then they put our elderly people,
 5 particularly our women in jeopardy when we're
 6 attending worship service there. So the ladies are
 7 afraid to walk outside at night unless someone
 8 escorts them out there. We have increased our
 9 lighting around the building trying to alleviate
 09:53 10 some of this, but it's getting worse all the time.
 11 You can't put anything down. And that's why we are
 12 here opposing the idea.
 13 When this place was opened up in the past, it
 14 would act as a place for the drug dealers to do
 15 their business out of. What they would do, right in
 16 front of that building, they would walk back and
 17 forth doing drugs. When the cop come up, they would
 18 run into the building and hide.
 19 So that's our reason standing here asking that
 09:53 20 this not be rezoned. If it's rezoned and
 21 Ms. Mohamed's business does not succeed, you have
 22 made a commercial building, what else can we expect
 23 in the neighborhood. A growing business, she might
 24 succeed, she might not, but if she doesn't succeed,
 25 then the area is opened for everything else to come
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1 into the area and that's why we really oppose the
 2 idea of changing it to a commercial area.
 3 Also, I'm wondering why is it necessary for
 4 rezoning. Ms. Mohamed testified that she's already
 5 doing alterations in the area. If there is no
 6 alternative motive, why does it need to be rezoned?
 7 So I ask this Board to think of us as a church in
 8 the community trying to survive with our elderly
 9 before changes are made in this area. We pay taxes.
 10 Everybody pays taxes. I'm sure she does, too. But
 11 we don't want to be out there -- we're afraid to go
 12 in and out at night because of the crime. Thank you
 13 very much and ask that this Board would consider our
 14 request. Thank you.

09:54

15 MR. BRISKE: Thank you, Mr. Gordon. Any
 16 questions for Mr. Gordon, Board members?

17 MS. MOHAMED: I would like to address --

09:55

18 MR. BRISKE: Yes, ma'am, you can come to the
 19 podium, please. Mr. Gordon, if you will just have a
 20 seat. The applicant does have the right to
 21 cross-examine anyone who presents evidence.
 22 Ms. Mohamed, go ahead, please.

23 MS. MOHAMED: Distinguished Planning Board
 24 members and citizens present here in this Planning
 25 Board meeting, I, Khalifah Mohamed, like I indicated
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1 before, was the first woman on the neighborhood drug
 2 patrol watch. My daddy is buried at Barrancas
 3 National Cemetery. My momma is a retired person at
 4 the Naval Air Station, also. Okay? I'm a dependent
 5 of a veteran, which I did graduate from Woodham High
 6 School class of '70 and went to George Stone through
 7 the VA bill and took clerical typing and retail
 8 sales, which upon I left here in Pensacola, Florida
 9 because I was born here in 1952. And my mom and
 10 them are from Alabama and my great grandparents
 11 maternal side is Creek and Cherokee, which makes me
 12 a Native American. Okay?

09:56

13 I was the first woman in the neighborhood drug
 14 patrol, Wedgewood drug patrol, because when I came
 15 from New York -- when I was in New York, I worked
 16 security working for the (inaudible) embassy to the
 17 UN taking care of diplomats' children. That's my
 18 thing was to see what's happening here and in New
 19 York by being security and taking care of diplomats'
 20 children and when the Wedgewood drug patrol, when I
 21 came here to Pensacola, I said they were doing a
 22 good thing by trying to be active as neighbors
 23 helping each other and watching out for each other
 24 even at nighttime patrolling the streets from
 25 activity that Mr. Gordon just mentioned.

09:56

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1 Okay. If there's -- my particular neighborhood
 2 which I live in and that surrounding area has been
 3 cleaned up because of the effort -- like I said,
 4 when I seen young people doing drugs on county
 5 property I reported to the authorized people to come
 6 see about it. I'm the one that went out there --
 7 MR. BRISKE: Ms. Mohamed, excuse me just a
 8 moment. This is exactly why we ask not to have
 9 general positions of support or opposition, because
 10 we as the Board, honestly, and this is exactly why
 11 I'm telling you this, we can only consider those six
 12 criterion that you see on the board up there.

09:57

13 MS. MOHAMED: And the criterion, enhancement
 14 and effect on the natural environment has been
 15 fulfilled by me by taking a conscious interest,
 16 whatever, effort in doing something about it. If
 17 there's a problem in the neighborhood, get up and do
 18 something about it. Like Michael Jackson said, "Man
 19 in the mirror."

09:58

20 MR. BRISKE: Yes, ma'am.
 21 MS. MOHAMED: Make that change. Don't sit back
 22 when something's happening, young people going
 23 astray by using drugs and so forth. I wrote a poem
 24 about drugs back in 1972 when I went to see the
 25 movie Super Fly.

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1 You not wanted here to mess up the minds of the
 2 people. We won't smoke one you call reefer. We
 3 don't want you here to destroy such intellectual
 4 brains by sticking a needle in one of your veins.
 5 Look at old cocaine and him who's seen the hazards.
 6 The names sticks to you like glue. I think you mess
 7 up our minds and makes us sad and blue. Why should
 8 we take one of your hysterical pills? You'll
 9 probably make an innocence person kill. You're
 10 banned here as you can because we're getting
 11 together by straightening up the people. There is
 12 no future for you here dope, because we're getting
 13 the people on the good foot and the right foot and
 14 giving them hope. We're getting them lives to save
 15 more people's lives. So die dope die. Die dope
 16 die. Don't come back anymore with the rest of your
 17 kind. You can't mess up our minds and lives here.
 18 So die dope die. Die dope die. Die dope die.

09:58

19 It won't die unless we as human beings and
 20 people get up and stop thinking evil towards each
 21 other and help one another. Peace be upon you and
 22 your family and everybody on this planet.

09:59

23 MR. BRISKE: Thank you, Ms. Mohamed.
 24 PASTOR GORDON: On criterion --
 25 MR. BRISKE: Yes, please come back to the
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1 microphone and give your name again for the record.
 2 PASTOR GORDON: Jerry Gordon, pastor of Diamond
 3 Road First Born Church.
 4 Under Criterion Number (6), I believe it is,
 5 there's trash, beer cans, bottles, all kind of stuff
 6 thrown around out there in that area. That is a
 7 terrible area.
 8 As far as drug patrol, we have members of our
 9 church that serve on the drug committee and they're
 10 doing all they can, but even the sheriff can't
 11 control it.
 12 MR. BRISKE: Mr. Gordon, let me just ask you a
 13 question. I believe what you're getting at is that
 14 you do not believe that C-1 would be compatible to
 15 surrounding uses.
 16 PASTOR GORDON: Right.
 17 MR. BRISKE: Like I said, we want to stick to
 18 our criteria, because that's the only thing the
 19 Board can consider. If we start considering the
 20 good deeds that people in the community have done or
 21 the bad deeds, then we could get in a lot of
 22 trouble, so we have to limit our decision to these
 23 six criterion.
 24 I understand you do not feel that it's
 25 compatible with the surrounding uses, which that's
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1 your position; is that correct?
 2 PASTOR GORDON: Yes.
 3 MR. BRISKE: With that, I believe we'll go on
 4 to the next speaker and appreciate your comments.
 5 Staff members, when we come back from the
 6 break, I think it might be important to bring up the
 7 comparison between what is allowed in the R-5 and
 8 what can be allowed in C-1 and we may be able to
 9 answer some of the questions as opposed to what is
 10 allowed now and then what could be allowed if we
 11 rezoned it to a C-1. And that may answer some of
 12 the questions that the public has on this. Thank
 13 you, sir.
 14 Let's go ahead and have one more speaker and
 15 then we'll take a break right here at ten o'clock.
 16 The next speaker is Roderic Edwards, please. Sir,
 17 if you will, state your name and address for the
 18 record and be sworn in.
 19 MR. EDWARDS: My name is Roderic Edwards,
 20 address 3044 Skycrest Drive.
 21 MR. BRISKE: Thank you, sir.
 22 (Roderic Edwards affirmed.)
 23 MR. EDWARDS: I'm speaking with compatible to
 24 the surrounding uses. This actually came before the
 25 Board a couple of years ago and I believe the actual
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1 reason for the rezoning was to turn the area into a
 2 nightclub. And Ms. Mohamed was actually very vague
 3 with the actual uses that this property is going to
 4 entail.
 5 And my thing is, if it could possibly turn into
 6 a club with me being in the demographic of club
 7 goers, I've seen firsthand and I'm well aware of the
 8 negative situations that arise out of the club
 9 scene. And due to the actual increase in the murder
 10 rate and it actually being a high crime area and
 11 drug infested, I believe it wouldn't be a good idea
 12 to implant a negative situation into a surrounding
 13 situation like that. And what the pastor was saying
 14 having the older people at the church and having to
 15 lock the church because we don't feel safe, you
 16 know, that can also arise for situations for the
 17 church to be burglarized or the actual members. And
 18 that's my position on it.
 19 MR. BRISKE: Thank you, sir. And I would
 20 commend you as being a young man in the community
 21 getting involved. That's very important.
 22 At this time, let's take about a 15 minute
 23 break.
 24 MS. MOHAMED: Can I answer this before you go
 25 on break?
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1 MR. BRISKE: Ma'am, we're going to go ahead and
 2 take the break and then I'll give you a chance to
 3 come back and answer that when we come back.
 4 MS. MOHAMED: All right. Thank you.
 5 MR. BRISKE: Let's go ahead and take about a 15
 6 minute break. We'll come back in at about ten
 7 after.
 8 (Break taken, after which the proceedings
 9 continued. Mr. Briske not present. Mr. Barry
 10 assumes the Chair.)
 11 MR. BARRY: We're going to go ahead and call
 12 the second rezoning meeting back to order. The
 13 point of the meeting we were at, Ms. Mohamed was
 14 going to have the opportunity to cross-examine
 15 Mr. Edwards, the last person to speak.
 16 So Ms. Mohamed, if you would, please come up.
 17 And please limit your comments to cross-examination
 18 of Mr. Edwards' testimony that he gave.
 19 MS. MOHAMED: Okay. Getting back to the
 20 criteria, what I'm saying is that Mr. Edwards and
 21 Mr. Gordon really don't have no standing in regards
 22 to this rezoning because they're not property owners
 23 of this particular area. They're outside entities
 24 coming in. If there's a problem -- people are
 25 talking about the drug activity and stuff like that,
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1 that's in their area, not where my location is
 2 because the people have respect for me and they
 3 moved it out from my particular business area. So
 4 if they have a problem around the corner -- because
 5 if you look at the map, they're within the 500 feet
 6 area. They only have a piece of it within that
 7 particular circle or the 500-foot radius. That's
 8 what I'm saying. I mean, really in actuality they
 9 don't have no standing.
 10:24 10 MR. BARRY: Thank you, Ms. Mohamed.
 11 MS. MOHAMED: Thank you. Peace be upon you.
 12 MR. BARRY: That's all the speakers that I have
 13 signed up to speak about the topic. Is there anyone
 14 else in the public who wishes to speak? Seeing
 15 none, I'm going to go ahead and close the public
 16 comment portion of the hearing.
 17 And now, Board Members, we've got an open
 18 opportunity if you have questions of the staff, the
 19 applicant or anyone who gave testimony.
 10:24 20 MS. DAVIS: Well, I'm looking at the screen
 21 right now and what I would like to see and we talked
 22 about this before we adjourned temporarily is
 23 exactly what R-5, which is the current zoning,
 24 encompasses. What is allowed under R-5?
 25 MR. KERR: Mr. Chairman, if I may -- oh, I'm
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1 sorry. I forgot Horace was here.
 2 MR. JONES: Horace Jones, Escambia County
 3 Division Manager.
 4 R-5. I'm turning to it right now. R-5. The
 5 permitted uses in R-5: Professional offices,
 6 architects, lawyers, tax offices. Mobile homes are
 7 allowed as a permitted use and public utilities and
 8 service structures. Those are the permitted uses in
 9 an R-5 zoning.
 10:25 10 MS. DAVIS: What about R-6?
 11 MR. JONES: R-6 does allow for neighborhood
 12 commercial type uses, personal service shop.
 13 MS. DAVIS: Would an alteration store qualify
 14 for that?
 15 MR. JONES: Yes.
 16 MS. DAVIS: So it wouldn't have to be C-1 then.
 17 MR. JONES: Yes, it doesn't have to be C-1.
 18 But there's a size requirement for retail services.
 19 It says shall not exceed 6,000 square feet for
 10:26 20 retail services shops.
 21 MR. BARRY: Thank you, Mr. Jones.
 22 Ms. Davis, does that address the question?
 23 MS. DAVIS: Yes.
 24 MR. BARRY: Any other questions? Anything
 25 further from the staff?
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1 MR. KERR: No, sir.
 2 MR. BARRY: Anything further, Ms. Mohamed?
 3 MS. MOHAMED: No, just I pray that you make --
 4 I would just like to thank you for the opportunity
 5 and looking at the case and looking at the evidence
 6 that I submitted and that it be approved to the
 7 specification of my intent to make that community
 8 better.
 9 MR. BARRY: Thank you, Ms. Mohamed.
 10:26 10 MS. MOHAMED: Peace be upon you.
 11 MR. BARRY: If nothing further, I'll entertain
 12 a motion.
 13 MR. GOODLOE: Mr. Chairman, I move that we
 14 recommend denial of the rezoning application to the
 15 Board of County Commissioners and adopt the
 16 Findings-of-Fact provided in the rezoning hearing
 17 package under Case Z-2011-04.
 18 MS. SINDEL: Second.
 19 MR. BARRY: We have a motion and a second.
 10:27 20 MS. MOHAMED: Excuse me, before you finish, I
 21 have something to submit before you make that
 22 final -- that would be pertinent to this particular
 23 case, please.
 24 MR. BARRY: Mr. West?
 25 MS. SINDEL: Mr. West, are we past this point
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1 at this time?
 2 MR. WEST: Well, technically, yes. The time
 3 for submitting any kind of evidence to the Board has
 4 passed.
 5 MS. MOHAMED: This is information that pertains
 6 to the C-1 which indicates that that particular
 7 location would be on a corner lot. Going by the
 8 specification of this C-1 zoning here, C-1 -- hold
 9 on for a minute. I just had it. Be very patient
 10:28 10 with me because it's time not to deny a person
 11 because I am going to -- it's not just for the
 12 alteration. Okay.
 13 The retail commercial use shall be located at a
 14 collector roadway within one quarter mile of an
 15 intersection. Which I meet that criteria. It does
 16 not abut R-2 like it said in the criteria.
 17 The intrusion into the recorded subdivision
 18 shall be limited to 300 feet along the collector or
 19 arterial roadway and on a corner lot in the
 10:29 20 subdivision, which it meets the criteria.
 21 MR. BARRY: Yes, ma'am. I believe that's
 22 evidence that's been provided to us.
 23 MS. MOHAMED: So like I said, the speakers that
 24 spoke, they're not property owners within the
 25 500 feet radius and they don't have any standing.
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PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

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1 Thank you.
2 MR. BARRY: Yes, ma'am. Thank you.
3 Was there any further discussion by the Board?
4 We have a motion and a second on the floor. If not,
5 all in favor of the motion, please say aye.
6 (Board members vote.)
7 MR. BARRY: Any opposed?
8 MS. MOHAMED: Aye.
9 MR. BARRY: Hearing none, the motion passes
10:29 10 five to zero with Mr. Briske out of the chambers.
11 (The motion passed five to zero.)
12 (The transcript continues on Page 74.)
13 * * *

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1 * * *
2 CASE NO: Z-2011-05
Location: 6751 North Palafox Street
3 Parcel: 27-1S-30-3101-003-053
From: R-6 neighborhood Commercial and
4 Residential District, (cumulative) High
Density (25 du/acre)
5 To: C-2, General Commercial and Light
Manufacturing District, (cumulative)
6 (25 du/acre)
FLU Category: **VOID**
7 BCC District: **VOID**
Requested by: **VOID**
8
9 MR. BARRY: The next rezoning application
10:29 10 for consideration is Case Number Z-2011-05, which
11 requests the rezoning of 6751 North Palafox Street
12 from R-6, Neighborhood Commercial and Residential
13 District, to C-2, General Commercial and Light
14 Manufacturing District, as requested by Glynn Clark
15 for Debra Buckley, Owner.
16 First we'll go through, members of the Board,
17 if there's been any ex parte' communication between
18 you and the applicant or the applicant's agent,
19 attorneys or witnesses, with Planning Board members
10:30 20 or anyone from the general public prior to this
21 hearing, and whether or not you visited the subject
22 property and, as well, if you are a relative or have
23 a business relationship with the applicant.
24 We'll start with Ms. Oram at the end.
25 MS. ORAM: None to all.

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1 MS. HIGHTOWER: None to all.
2 MR. GOODLOE: None.
3 MR. BARRY: The Acting Chair has no
4 relationship and no communication.
5 MS. DAVIS: No to all of the above.
6 MR. WINGATE: I just drove by.
7 MR. BARRY: Thank you, Mr. Wingate.
8 MS. SINDEL: None.
9 MR. BARRY: Thank you, Ms. Sindel.
10:31 10 Staff, was sent to the hearing sent to all
11 interested parties?
12 MS. SPITSBERGEN: Yes, sir, it was.
13 MR. BARRY: Was notice of the hearing posted on
14 the subject property.
15 MS. SPITSBERGEN: Yes, it was.
16 MR. BARRY: Thank you. Now, we'll go through
17 the photographs and maps for Case Z-2011-05.
18 MS. HARRIS: Lynette Harris, Urban Planner,
19 Development Services. The location and wetlands map
10:31 20 for Case Z-2011-05. The aerial photograph of the
21 property. The Future Land Use and existing land
22 use. The 500-foot zoning map.

Photograph of the public sign posted on the
23 property. Looking north along Palafox Street. And
24 this is looking south along Palafox Street. Looking
25

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1 north from the property. And looking south from the
2 property. Looking northeast from the property. And
3 looking southeast from the property. A photograph
4 of the subject property. Another photograph of the
5 subject property. And the subject property looking
6 from Kenmore Avenue. The 500-foot radius map
7 obtained from the Escambia County Property Appraiser
8 Website and the subject property looking at that Website.
9 MR. BARRY: Thank you, Ms. Harris. Does that
10:32 10 conclude the maps and photographs?
11 MS. HARRIS: I'm sorry, yes. That concludes
12 all the photographs and maps.
13 MR. BARRY: Thank you. Would the applicant or
14 their representative please come forward and please
15 be sworn in.
16 (Glynn W. Clark sworn.)
17 MR. BARRY: Sir, would you please state your
18 name and address for the record.
19 MR. CLARK: Thank you. My name is Glynn Clark,
10:32 20 930 Gerhardt Drive, Pensacola, Florida.
21 MR. BARRY: For purposes of this hearing, do
22 you wish to be considered an expert witness?
23 MR. CLARK: I do not. I am an architect. I am
24 licensed in Alabama and I have a national
25 certification, but I'm not licensed in Florida,

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DEVELOPMENT SERVICES BUREAU FINDINGS-OF-FACT

REZONING CASE: Z-2011-04
March 7, 2011

I. SUBMISSION DATA:

BY: Khalifah Mohamed, Agent

FOR: Mohamed A. Mohamed, Owner

PROPERTY REFERENCE NO.: 26-1S-30-2101-000-034,
26-1S-30-2101-001-034,
26-1S-30-2101-003-034

PROJECT ADDRESS: 825 Diamond Dairy Road,
831 Trammel Blvd,
1000 Trammel Blvd BLK

FUTURE LAND USE: MU-1 (Mixed-Use 1)

COMMISSIONER DISTRICT: 3

BCC MEETING DATE: April 7, 2011

II. REQUESTED ACTION:

REZONE

FROM: R-5, Urban Residential / Limited
Office District, (cumulative) High
Density (20 du/acre)

TO: C-1 Retail Commercial District
(cumulative) (25 du/acre)

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder,
627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) 7.A.4.7.f states “The mixed-use categories are intended to promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another. It is further the intent of the mixed-use categories to preserve and enhance the character of existing neighborhoods and to promote natural resource protection and enhancement and to promote open spaces around buildings.”

CPP 7.A.4.7.f.1 (MU-1) states “This mixed-use category (subset) provides for an intense mix of residential/commercial/recreation/light industrial uses within the urban areas of the county. Allowable uses within the subset include all types of residential uses, planned unit developments, compatible neighborhood, community and regional commercial uses (including offices), limited industrial uses (provided that such industrial uses are contained completely within a building(s) and where there is no permanent outside storage of raw materials or products, there is no noise, smoke, odor or glare resulting from the industrial use and that such use is compatible with adjacent and nearby uses), religious, medical and educational facilities, public utilities and facilities, and recreation uses.”
“Rezoning and future land use map amendments to categories allowing higher densities will be allowed, provided that all other criteria are met, consistent with Policy 7.A.4.3.”

CPP 7.A.4.13. B. Locational Criteria states “All new nonresidential uses that are not part of a predominantly residential development or a planned unit development (PUD) must meet the following locational criteria. This is to ensure the appropriate location of commercial and industrial uses in the county at major intersections, near traffic generators that are compatible with adjacent land uses, and where it promotes infill development. It further addresses the requirements of additional landscaping/buffering, shared driveway access, and additional design standards to minimize impacts on abutting uses that have less intense use or zoning.”

Retail commercial land uses (AMU-2, C-1, VM-2):

1. Retail commercial land uses shall be located at a collector/arterial intersection or along an arterial or collector roadway within one-quarter mile of a collector/arterial or arterial/arterial intersection.
2. They may be located along an arterial or collector roadway up to one-half mile from a collector/arterial or arterial/arterial intersection when all of the following additional criteria are met:
 - a. The property shall not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A, and V-3);
 - b. There shall be adequate fencing along with buffering and landscaping to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8;
 - c. Lower intensity uses must be located next to abutting residential dwellings to reduce negative impacts;
 - d. Intrusions into residential subdivisions shall be limited; and
 - e. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.

3. They may be located along an arterial or collector roadway more than one-half mile from a collector/arterial or arterial/arterial intersection without meeting the above additional requirements when one of the following conditions exists:
 - a. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 AADT (average annual daily traffic); or
 - b. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

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

FINDINGS

The proposed amendment of C-1 **is consistent** with the intent and purpose of Future Land Use category Mixed Use -1 (MU-1) as stated in **CPP 7.A.4.7.f.1**. However, the property does not meet the locational criteria roadway requirements for C-1 set forth in **CPP 7.A.4.13.B** because the property is located along two local roadways (Diamond Dairy Road and Trammel Blvd).

CRITERION (2)

Consistent with this Code.

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

LDC 6.05.12.A. *R-5 urban residential/limited office district, (cumulative) high density.* This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

LDC 6.05.12.B *Permitted uses.*

1. Any permitted uses in the R-4 district.
2. Professional offices including, but not limited to, those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Mobile homes as single-family residences.
4. Public utility and service structures.
5. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 6.05.12.C. Prohibited uses. Any business which displays merchandise to be sold on the premises unless such business is part of a multistory, or multiunit, predominately residential project or accessory to the office use.

LDC 6.05.12.D. Conditional uses.

1. Any conditional uses allowed in the preceding districts.
2. Cemeteries, mausoleums and crematoriums.
3. Enclosed animal hospitals and veterinary clinics.
4. Mobile home subdivisions and parks.
5. Private clubs and lodges.

LDC 6.05.14. A. Intent and purpose of C-1 zoning district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. The maximum density for residential uses is 25 dwelling units per acre. All retail commercial (C-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

LDC 6.05.14.B. Permitted uses.

1. Any use permitted in the R-6 district.
2. Places of worship, educational institutions or facilities.
3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices, parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.
4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery, china and luggage shops, newsstands, florists, photographic supplies and studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
7. Automobile service stations including minor auto repairs.
8. Automobile washing facility.
9. Hotels and motels.
10. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.
11. Grocery, produce, meat and convenience stores, including the incidental sale of gasoline.
12. Health and fitness clubs.
13. Hospitals.
14. Printing, bookbinding, lithography and publishing companies.
15. Interior decorating, home furnishing, and furniture stores.
16. Music conservatory, dancing schools and art studios.
17. Music, radio and television shops.
18. Mortuary and funeral homes.

19. Dry cleaning establishments provided that equipment used emits no smoke or escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene, trichloroethylene, etc.)
20. Indoor movie theaters.
21. Enclosed animal hospitals and veterinary clinics.
22. Campgrounds.
23. Secondhand stores and used clothing deposit box when such boxes are operated (placed) by charitable organizations.
24. Wholesale warehousing (if less than 10,000 square feet).
25. Mini-warehouses. No ancillary truck rental service or facility allowed without conditional use approval.
26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities are enclosed within a soundproof building.
27. Recreational and commercial marinas.
28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery.
29. Antique shops, pawn shops.
30. Commercial communication towers 150 feet or less in height.
31. Arcade amusement centers and bingo facilities.
32. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 7.20.01. The purpose and intent of locational criteria is to ensure the appropriate location of commercial and industrial uses and compatibility with adjacent land uses. Locational criteria is necessary to prevent ribbon commercial development, prevent/minimize negative or blighting influences on adjacent residential neighborhoods, and provide for smooth transitions in commercial intensity from major intersections.

LDC 7.20.05.A. *Retail commercial locational criteria (AMU-2, C-1, VM-2).* Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the C-1 zoning district per **LDC 6.05.14.A.** but **does not** meet the roadway requirements for locational criteria per **LDC 7.20.05.A.** because the property is located along two local roads.

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the adequate buffering requirements between the C-1 zoning and the abutting R-2 zoning per **LDC 7.01.06.A.3.** and other performance standards have been met, should this amendment be granted.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment to C-1 **is not compatible** with surrounding existing uses in the area. Upon conducting a site visit, staff observed 34 single family residential lots, 15 vacant lots, one church, and one commercial business.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff found one rezoning case, Z-2007-66, which could impact the amendment or property. The request was to rezone two of the subject properties (831 and 1000 Block of Trammel Blvd) from R-5 to R-6. After several public hearings, the Board of County Commissioners denied the request at its August 7, 2008 meeting.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

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

CRITERION (6)

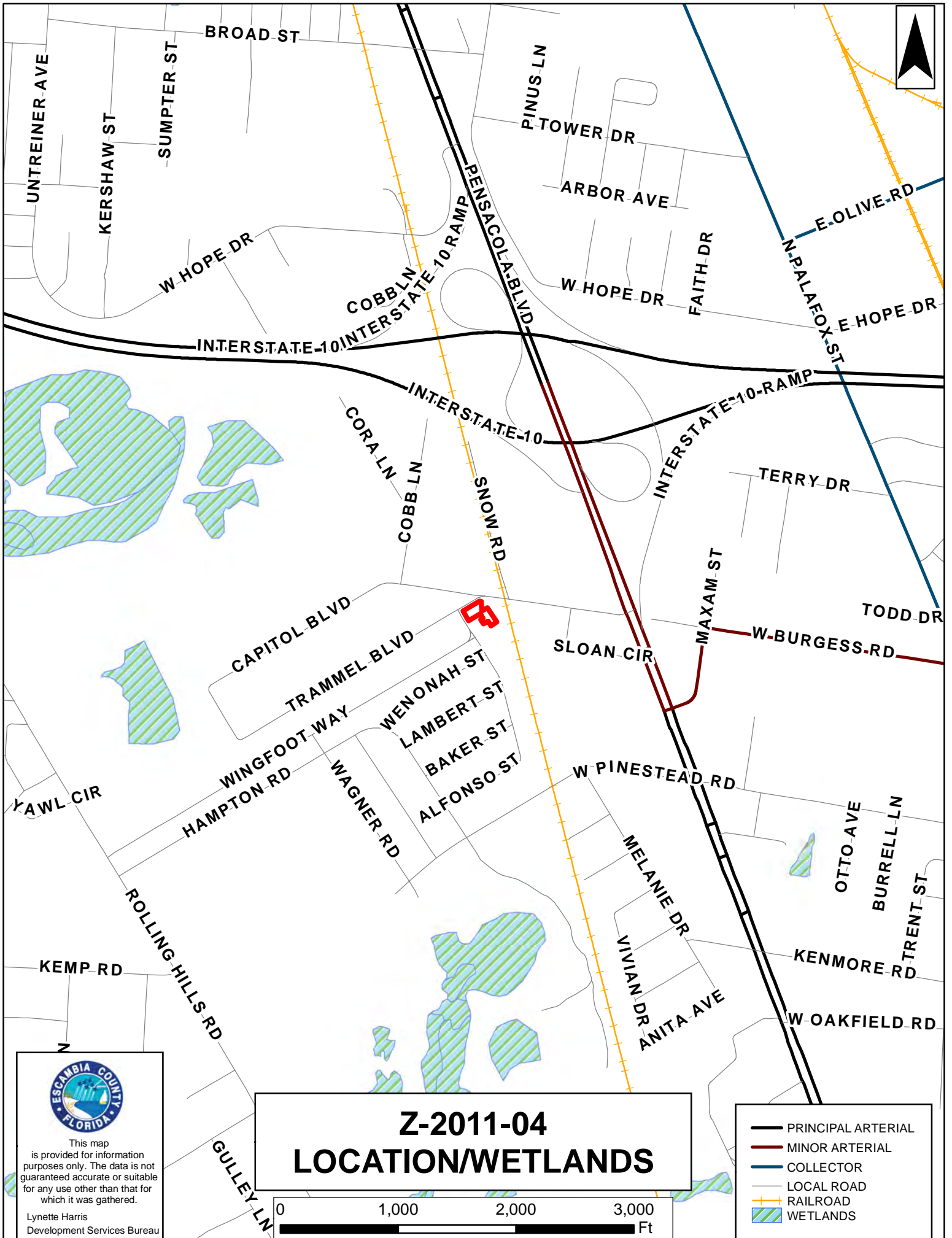
Development patterns.

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

FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern. The properties are located along local roads in a predominately residential area. The permitted uses of the C-1 zoning district are not of a comparable intensity of the surrounding uses and the property does not meet locational criteria for commercial development.

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

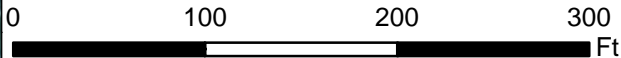




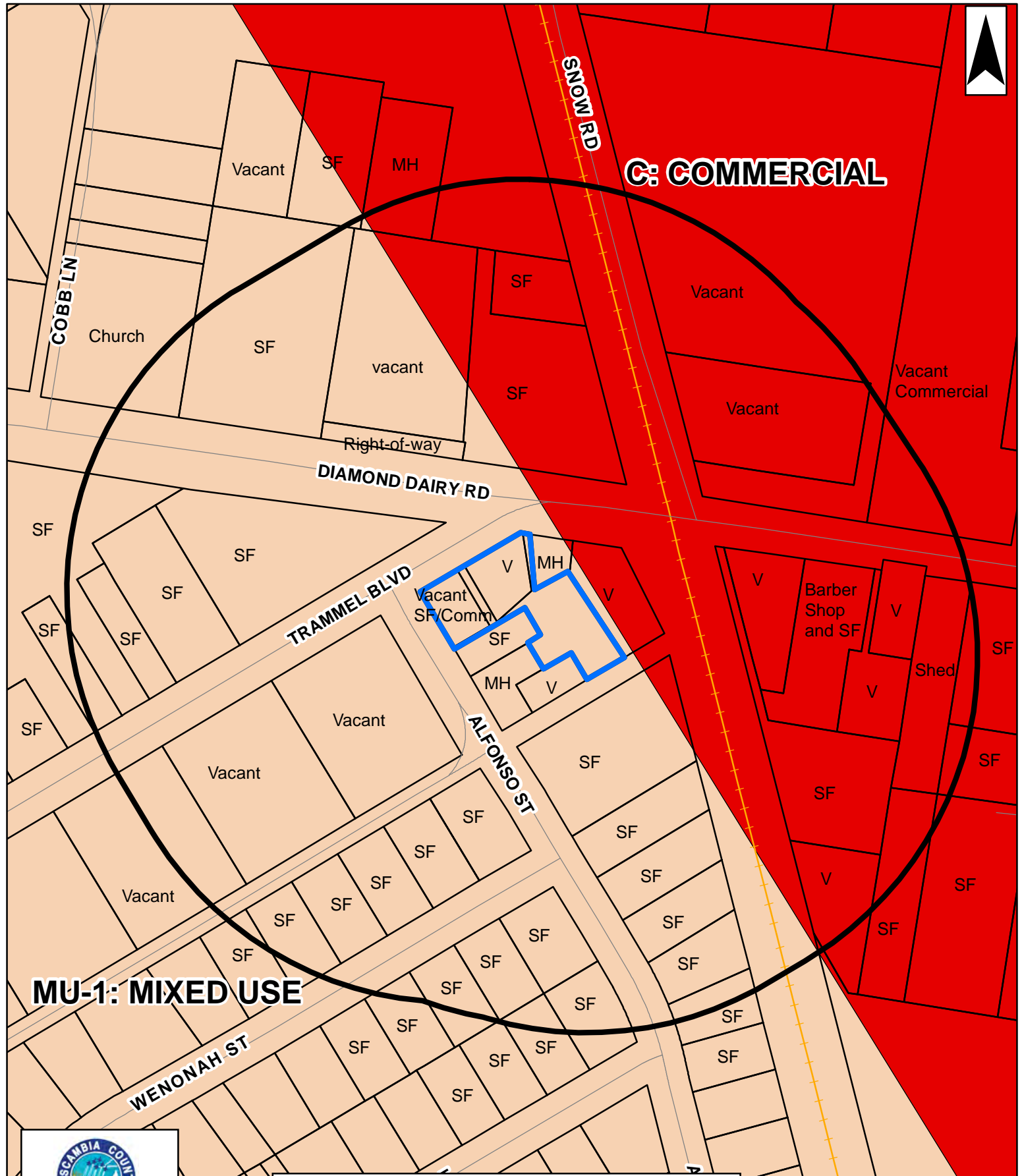
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Lynette Harris
Development Services Bureau

Z-2011-04 AERIAL



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



C: COMMERCIAL

MU-1: MIXED USE

**Z-2011-04
FLU/ELU**

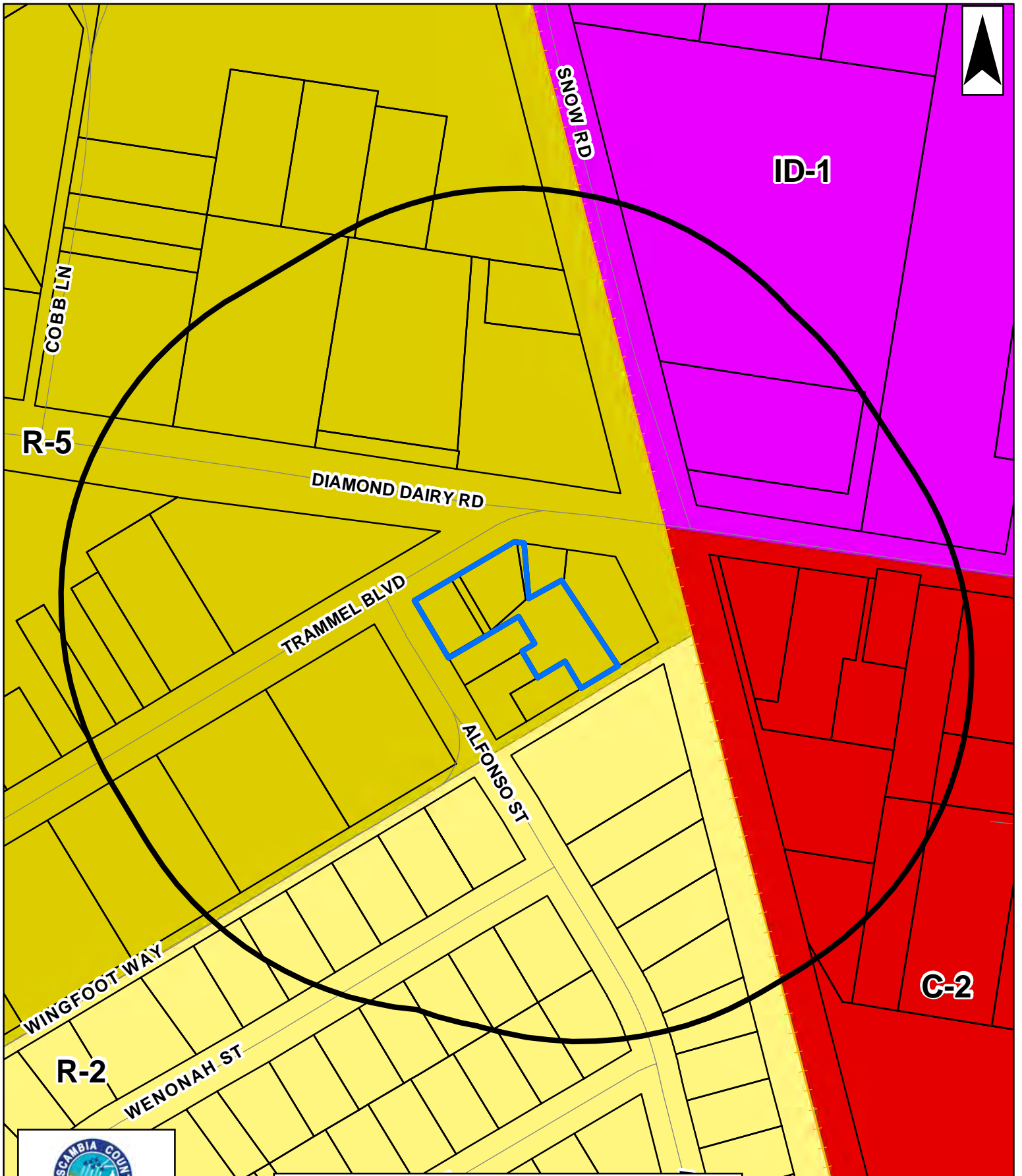



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Lynette Harris
Development Services Bureau



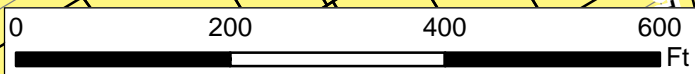
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS










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Lynette Harris
Development Services Bureau

Z-2011-04
CURRENT ZONING: R-5



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

Public Notice Sign





NOTICE OF PUBLIC HEARING REZONING

CASE NO. **2011-03** SUBJECT **REZONING**
 CURRENT ZONING **R-1** PROPOSED ZONING **CS**

PLANNING BOARD

DATE **07/11** TIME **3:30 PM**
 LOCATION OF HEARING **PLANNING BOARD ROOM, 1000 W. UNIVERSITY BLVD., SUITE 100, TAMPA, FL 33607**

BOARD OF COUNTY COMMISSIONERS

DATE **07/11** TIME **5:30 PM**
 LOCATION OF HEARING **PLANNING BOARD ROOM, 1000 W. UNIVERSITY BLVD., SUITE 100, TAMPA, FL 33607**

FOR MORE INFORMATION, PLEASE VISIT OUR WEBSITE: www.flcourts.com
 DEVELOPMENT SERVICES DEPARTMENT (352) 245-5000

FLORIDA COURTS AND CLERKS ASSOCIATION
 UNIVERSITY OF HOUSTON (COURT)

Looking East along Diamond Dairy Rd



Looking West along Diamond Dairy Rd



Intersection of Trammel Blvd and Diamond Dairy Rd





Alfonso Street

Looking Southeast at Subject Property from ~~Trammel Blvd~~



Development Services Bureau
Escambia County, Florida

APPLICATION

Please check application type: Conditional Use Request for: _____
 Administrative Appeal Variance Request for: _____
 Development Order Extension Rezoning Request from: R-5 to: R-6 C-1 LHM

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

Owner(s) Name: Mohamed A. Mohamed Phone: 850-525-2050
 Address: 2 Haven Plaza Apt #10G NYC, NY 10009 Email: montihgazl@yahoo.com

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

Property Address: 831 Trammel Blvd, 1000 Trammel Blvd BLK, Diamond Dairy Rd 825,
 Property Reference Number(s)/Legal Description: 26-1S-30-2101-001-034, 26-1S-30-2101-003-004,
26-1S-30-2101-000-034 3

By my signature, I hereby certify that:

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

Mohamed A. Mohamed
Signature of Owner/Agent

Printed Name Owner/Agent _____ Date _____

Mohamed A. Mohamed
Signature of Owner

Mohamed A. Mohamed
Printed Name of Owner _____ Date 02/01/11

STATE OF New York COUNTY OF New York
 The foregoing instrument was acknowledged before me this 01st day of February 2011
 by Mohammed A. Mohamed

Personally Known OR Produced Identification Type of Identification Produced: NYSDL # 353-934-086

Azra Hot
Signature of Notary
(notary seal must be affixed)

AZRA HOT
Printed Name of Notary

AZRA HOT
Notary Public, State of New York
No. 01406186308
Qualified in New York County
Commission Expires November 10, 2012

FOR OFFICE USE ONLY CASE NUMBER: Z-2011-04
 Meeting Date(s): Planning Board 3/7 BCC 4/7 Accepted/Verified by: Lynette Harris Date: 2/3/11
 Fees Paid: \$ fee waiver Receipt #: n/a Permit #: PRZ110200002

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

Revised 01-28-11



Development Services Bureau
Escambia County, Florida

FOR OFFICE USE:

CASE #:

Z-2011-04

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 26-1S-30-2101-001-034, 26-1S-30-2101-003-004, 26-1S-30-2101-000-034

Property Address: 831 Trammel Blvd, 1000 Trammel Blvd BLK, Diamond Dairy Rd 825,

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 01st DAY OF FEBRUARY, YEAR OF 2011.

Signature of Property Owner

Mohamed Mohamed
Signature of Property Owner

Printed Name of Property Owner

Mohamed Mohamed
Printed Name of Property Owner

Date

02/01/11
Date

AZRA HOT
Notary Public, State of New York
No. 01MC9196306
Qualified in New York County
Commission Expires November 10, 2012

Azra Hot

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

Revised 01-28-11



Development Services Bureau
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2011-04

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 831 Trammel Blvd, 1000 Trammel Blvd BLK, Diamond Dairy Rd 825,
Florida, property reference number(s) 26-1S-30-2101-001-034, 26-1S-30-2101-003-004, 26-1S-30-2101-000-034

I hereby designate Khalifah Mohamed for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Khalifah Mohamed Email: khalifahmohamed@yahoo.com
Address: 1252 Trammel Blvd Pensacola, FL Phone: 850-484-8571

Signature of Property Owner
Mohamed A. Mohamed
Signature of Property Owner

Printed Name of Property Owner
Mohamed A. Mohamed
Printed Name of Property Owner

Date
02/01/11
Date

STATE OF New York COUNTY OF New York

The foregoing instrument was acknowledged before me this 01st day of FEBRUARY 2011,
by Mohamed A. Mohamed

Personally Known OR Produced Identification Type of Identification Produced: NYDL # 353-937-086
Azra Hot AZRA Hot EP. 7/13
Signature of Notary Printed Name of Notary (Notary Seal)

AZRA HOT
Notary Public, State of New York
No. 01409188208
Qualified in New York County
Commission Expires November 10, 2012

3303 West Park Place Pensacola, FL 32505
(850) 695-3475 * FAX: (850) 695-3481

Revised 01-28-11

Prepared by and Return to:
Aqua Title
36150 Emerald Coast Parkway, Suite 101
Destin, Florida 32541
Our File Number: 10-0144

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Escambia)

SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this March 22, 2010, between Compass Bank, a Alabama corporation, whose mailing address is: 401 West Valley Avenue, Birmingham, AL 35209, party of the first part, and Mohamed A. Mohamed, whose mailing address is: 1252 Trammel Blvd. Pensacola, FL 32505, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, to wit:

COMMENCING AT THE NORTHWEST CORNER OF LOT 34, OLIVE HEIGHTS, AS RECORDED IN PLAT BOOK 2 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHEAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ALFONSO STREET FOR 85 FEET; THENCE 90° 04' 30" LEFT FOR 60 FEET; THENCE 89° 55' 30" LEFT FOR 85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF KLINGER BOULEVARD; THENCE 90° 04' 30" LEFT AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF KLINGER BOULEVARD FOR 60 FEET TO THE POINT OF BEGINNING.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on March 22, 2010.

Signed, sealed and delivered
in the presence of

Compass Bank

S. Sails
Witness signature

S. Sails
Print witness name

Orson Close
Witness signature

Orson Close
Print witness name

By: Anne M. Connors
Print Name: Anne M. Connors
Title: Vice President

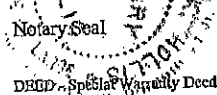
(Corporate Seal)

State of Alabama
County of Jefferson

THE FORGOING INSTRUMENT was acknowledged before me this 22nd day of March, 2010 by Anne M. Connors, Vice President of Compass Bank who is personally known to me or who has produced driver's license as identification.

Stephanie H. Hollis
Notary Public
Stephanie H. Hollis
Print Notary Name

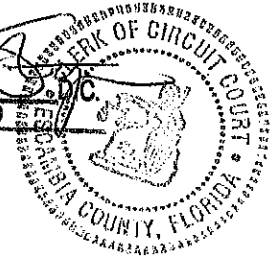
My Commission Expires: 07-18-13



DEED - Special Warranty Deed - Corporate

1000
Trammel

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: *[Signature]*
Date: 10/13/09



Recording requested by: _____
When recorded, mail to: _____
Name: _____
Address: _____
City: _____
State/Zip: _____

Space above reserved for use by Recorder's Office
Document prepared by:
Name Khalifah M. Mohamed
Address 1252 Trammel Blvd
City/State/Zip Pensacola, FL 32505-1128

Property Tax Parcel/Account Number:

Quitclaim Deed

This Quitclaim Deed is made on October 13, 2009, between
Khalifah M. Mohamed, Grantor, of 1252 Trammel Blvd
Pensacola, City of Pensacola, State of Florida
and MOHAMED A. MOHAMED, Grantee, of 1252 Trammel Blvd
Pensacola, City of Pensacola, State of Florida

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by
the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs
and assigns, to have and hold forever, located at 1000 Trammel Blvd
PENSACOLA, City of PENSACOLA, State of FLORIDA

BEG AT NW CORNER OF BLK 34 OLIVE HEIGHTS PB 2 69 ELY ALG
NLY LI OF BLK 72 FT FOR POB CONT SAME COURSE 96 45/100 FT SLY
DEFLECTING 109 DEG 2 MLN RIGHT 82 52/100 FT WLY DEFLECTING 65 DEG
20 MIN TO RIGHT 70 38/100 FT NLY DEFLECTING 95 DEG 58 MIN TO
Right 84 91/100 FT TO POB OR 609 P 350

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.
Taxes for the tax year of 2009 shall be prorated between the Grantor and Grantee as of the date of
recording of this deed.

★NOVA Quitclaim Deed Pg.1 (01-09)

Dated: 10/13/09

Khalifah M. Mohamed
Signature of Grantor

Khalifah M. Mohamed
Name of Grantor

Heather Sullivan
Signature of Witness #1

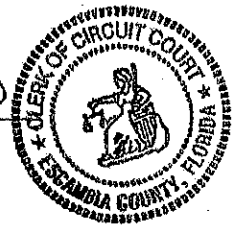
Heather Sullivan
Printed Name of Witness #1

Marcia L. Schultz
Signature of Witness #2

Marcia L. Schultz
Printed Name of Witness #2

State of Florida County of Escambia
On October 13, 2009, the Grantor, Khalifah M. Mohamed,
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence. FL DL

Ernie Lee Magaha, Clerk of the Circuit Court
by Heather Sullivan
Notary Signature Deputy Clerk



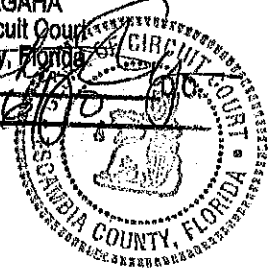
Notary Public, _____
In and for the County of _____ State of _____
My commission expires: NA Seal

Send all tax statements to Grantee.

QUIT CLAIM DEED

This Instrument prepared by:
Ralph Meacham
8963 Pensacola Blvd.
Pensacola, FL 32534

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____
Date: 10/20/08



Property appraiser Parcel Identification: 261S302101000034

~~This Quit Claim Deed~~ Executed the 20th day of October, 2008, by Ralph Meacham Trustee for
Ralph Meacham Trust, first party, to Mohamed A Mohamed
second party, 1252 TRAMMEL BLVD, Pensacola, FL. 32603

(When ever used herein, the terms "first party" and "second party" includes all the parties to this instrument and the heirs, legal
representatives, and assigns of individuals and the successors and assigns of corporations, wherever the context so admits or requires)

Witnesseth, That the first party, for and in consideration of the sum of \$10.00 in hand paid
by the said second party, the receipt whereof is hereby acknowledged, does hereby
remise, release, and quit claim unto the second party forever, all the rights, title, interest,
claim and demand which the said first party has in and to the following described lot,
piece or parcel of land, situated, lying and being in the County of Escambia, State of
Florida, to-wit:

LT 34 LESS W 690 FT OF N 85 FT OLIVE HEIGHTS PB 2 P 69 OR 6178 P 1667
LESS OR 1691 P 276 TURNER LESS OR 609 P 350 DICKERSON LESS OR 732 P
587-GRANT LESS OR 753 P 954-MCCUFF LESS OR 917 P 413 GRANT

In witness whereof, the said first party has signed and sealed these present the day and year
first above written.

Signed, sealed and delivered in the presence of:

Freida Beatty
Witness Signature (as to the grantor)
Freida Beatty
Print Name
Vera Meacham
Witness (as to first Grantor)
VERA MEACHAM
Print name

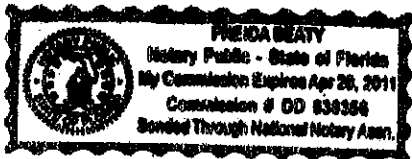
Ralph Meacham Trustee
Grantor Signature
Ralph meacham Trustee
Print Name

Post office address

Witness (as to Co-Grantor, if any)
Printed Name

Co-Grantor (if Any)
Printed Name

The foregoing instrument was acknowledged before me this 20 Day of October
2008, by Ralph meacham Trustee who is personally known to me and who did not take an oath.



Freida Beatty
Notary Signature
Freida Beatty
Print Name



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

**Development Services
Bureau**

Geographic Information Systems
Addressing Office
Phone (850) 595-3458
Pax (850) 595-3482
E-mail: cathy_andrews@co.escambia.fl.us

**T. Lloyd Kerr, AICP
Bureau Chief**

Cathy Andrews
Address Coordinator
Escambia County
Florida

October 1, 2010

To whom it may concern:

Please be advised that the address assigned to Mohamed A. Mohamed for purposes of rezoning parcel number 26-1S-30-2101-000-034 is **825 Diamond Dairy Road.**

Thank You,

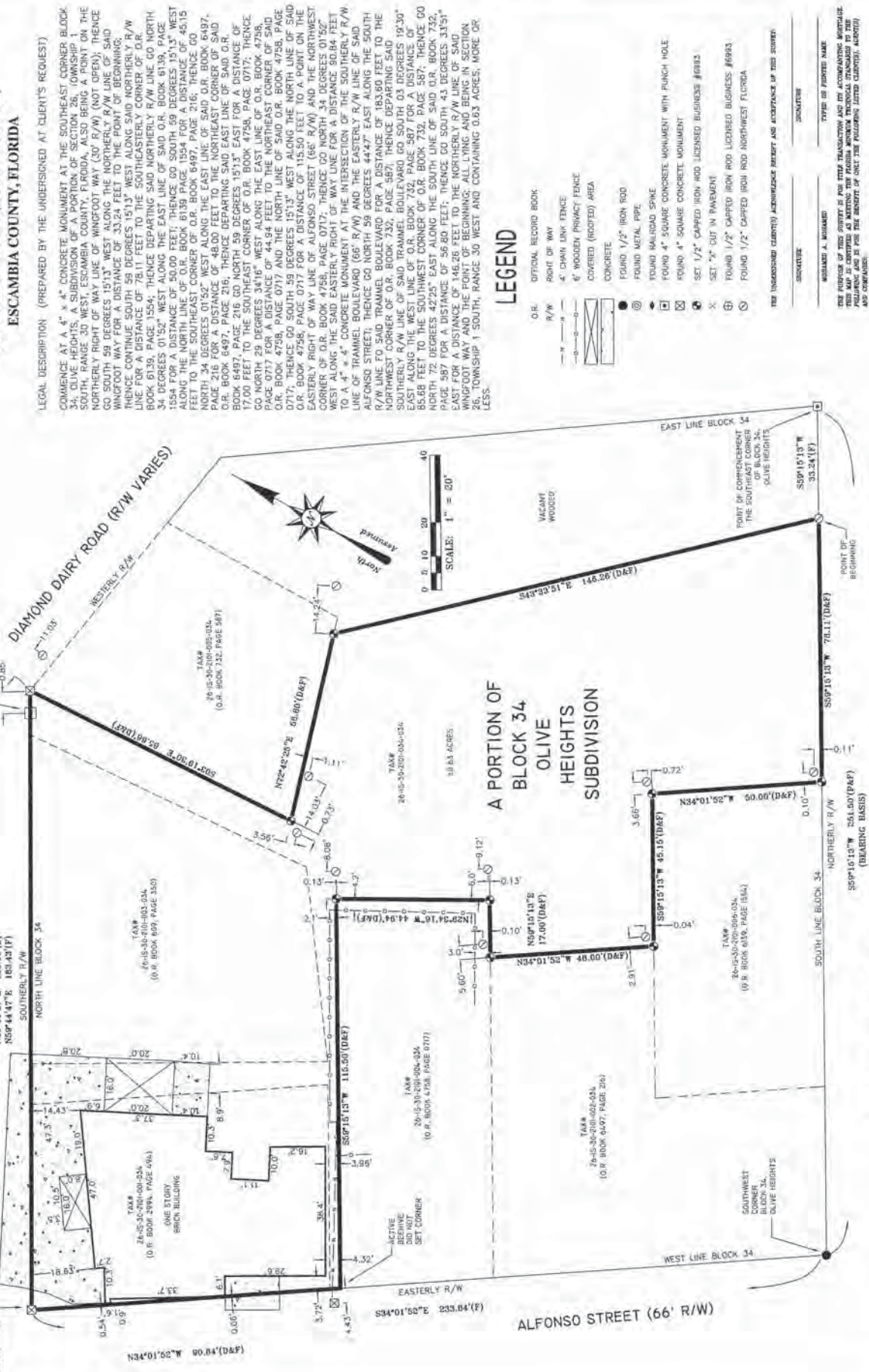
A handwritten signature in black ink, appearing to read "Shannon Pugh".

Shannon Pugh
GIS Analyst, Escambia County, Florida

831 TRAMMEL BOULEVARD (F(66' R/W)
KLINGER BOULEVARD (P)

NORTHWEST CORNER
BLOCK 34,
OLIVE HEIGHTS

831 TRAMMEL BOULEVARD
A PORTION OF SECTION 26,
TOWNSHIP 1 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA



**A PORTION OF
BLOCK 34
OLIVE
HEIGHTS
SUBDIVISION**

WINGFOOT WAY (R/W UNKNOWN) (NOT OPEN)

LEGAL DESCRIPTION (PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST)
COMMENCE AT A 4" x 4" CONCRETE MONUMENT AT THE SOUTHEAST CORNER BLOCK 34, OLIVE HEIGHTS, A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WINGFOOT WAY (30' R/W) (NOT OPEN); THENCE GO SOUTH 59 DEGREES 15'13" WEST ALONG THE NORTHERLY R/W LINE OF SAID WINGFOOT WAY FOR A DISTANCE OF 33.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 59 DEGREES 15'13" WEST ALONG SAID NORTHERLY R/W LINE FOR A DISTANCE OF 78.11 FEET TO THE SOUTHEAST CORNER OF O.R. BOOK 6139, PAGE 1594; THENCE DEPARTING SAID NORTHERLY R/W LINE GO NORTH 34 DEGREES 01'52" WEST ALONG THE EAST LINE OF SAID O.R. BOOK 6139, PAGE 1594 FOR A DISTANCE OF 0.10 FEET TO THE POINT OF BEGINNING; THENCE GO WEST ALONG THE NORTHERLY R/W LINE OF O.R. BOOK 6139, PAGE 1594 FOR A DISTANCE OF 45.15 FEET TO THE SOUTHEAST CORNER OF O.R. BOOK 6497, PAGE 216; THENCE GO NORTH 34 DEGREES 01'52" WEST ALONG THE EAST LINE OF SAID O.R. BOOK 6497, PAGE 216 FOR A DISTANCE OF 48.00 FEET TO THE NORTHEAST CORNER OF SAID O.R. BOOK 6497, PAGE 216, THENCE DEPARTING SAID EAST LINE OF SAID O.R. BOOK 6497, PAGE 216 GO NORTH 59 DEGREES 15'13" EAST FOR A DISTANCE OF 17.00 FEET TO THE SOUTHEAST CORNER OF O.R. BOOK 4758, PAGE 0717; THENCE GO NORTH 29 DEGREES 34'16" WEST ALONG THE EAST LINE OF SAID O.R. BOOK 4758, PAGE 0717 FOR A DISTANCE OF 14.93 FEET TO THE POINT OF BEGINNING; THENCE GO WEST ALONG THE NORTHERLY R/W LINE OF SAID O.R. BOOK 4758, PAGE 0717 FOR A DISTANCE OF 14.93 FEET TO THE SOUTHEAST CORNER OF O.R. BOOK 4758, PAGE 0717; THENCE GO NORTH 34 DEGREES 01'52" WEST ALONG THE EAST LINE OF SAID O.R. BOOK 4758, PAGE 0717 FOR A DISTANCE OF 115.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ALFONSO STREET (66' R/W) AND THE NORTHEAST CORNER OF O.R. BOOK 4758, PAGE 0717; THENCE GO NORTH 34 DEGREES 01'52" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE 90.84 FEET TO A 4" x 4" CONCRETE MONUMENT AT THE INTERSECTION OF THE SOUTHERLY R/W LINE OF TRAMMEL BOULEVARD (66' R/W) AND THE EASTERLY R/W LINE OF SAID ALFONSO STREET; THENCE GO NORTH 59 DEGREES 44'42" EAST ALONG THE SOUTHERLY R/W LINE OF SAID TRAMMEL BOULEVARD FOR A DISTANCE OF 14.21 FEET TO THE POINT OF BEGINNING; THENCE GO WEST ALONG THE SOUTHERLY R/W LINE OF SAID TRAMMEL BOULEVARD FOR A DISTANCE OF 21.74 FEET TO THE POINT OF BEGINNING; THENCE GO EAST ALONG THE WEST LINE OF O.R. BOOK 732, PAGE 587 FOR A DISTANCE OF 85.68 FEET TO THE SOUTHWEST CORNER OF O.R. BOOK 732, PAGE 587; THENCE GO NORTH 72 DEGREES 42'25" EAST ALONG THE SOUTH LINE OF SAID O.R. BOOK 732, PAGE 587 FOR A DISTANCE OF 56.80 FEET; THENCE GO SOUTH 43 DEGREES 33'51" EAST FOR A DISTANCE OF 146.26 FEET TO THE NORTHERLY R/W LINE OF SAID WINGFOOT WAY AND THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST AND CONTAINING 0.63 ACRES, MORE OR LESS.

LEGEND

- O.R. OFFICIAL RECORD BOOK
- R/W RIGHT OF WAY
- 4" CHAIN LINK FENCE
- WOODEN PRIVACY FENCE
- COVERED (ROOFED) AREA
- CONCRETE
- FOUND 1/2" IRON ROD
- FOUND METAL PIPE
- FOUND NAILROAD SPIKE
- FOUND 4" SQUARE CONCRETE MONUMENT WITH PUNCH HOLE
- FOUND 4" SQUARE CONCRETE MONUMENT
- SET 1/2" CAPPED IRON ROD LICENSED BUSINESS #6983
- SET 3" x 3" CUT IN PAVEMENT
- FOUND 1/2" CAPPED IRON ROD LICENSED BUSINESS #6983
- FOUND 1/2" CAPPED IRON ROD NORTHWEST FLORIDA

THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY

EMPIRE LAND SURVEYING, INC.
1.1. COMING 3 PARCELS PER CLIENT'S REQUEST

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA
8720 N. PALMAY STREET, PENSACOLA, FLORIDA 32504
PHONE: 850-477-3745 • FAX: 850-477-3705
LICENSED BUSINESS #8888, STATE OF FLORIDA

GENERAL NOTES: 1. Enclosure (Patched) boundary lines not located unless shown on drawing. 2. All bearings and/or angles and distances are true and actual unless otherwise noted. 3. A full and complete description of the property and its location is given in the accompanying plat and is for the benefit of only the parties named therein. 4. All measurements were made in accordance with Florida Standards. The accuracy shown must be maintained in the appropriate land area. 5. No title search of the public records has been performed by this firm and no reference is made to the public records of said county. 6. The parcel shown herein may be subject to setback, easement, encumbrance, mortgage, lien or other interest as shown on the plat.	TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS	BRASSING BASIS: NORTHWEST R/W WINGFOOT WAY 598'16'13" W (ASSUMED)	CLIENT: MOHAMED	SOURCE OF INFORMATION: PUBLIC RECORDS/TOWNSHIP
---	--	---	-----------------	--

DATE: 02/02/11	FIELD BOOK: 140/16-17, 20	DATE: 02/02/11
REVISIONS:	1.1. COMING 3 PARCELS PER CLIENT'S REQUEST	
POSSIBLE ENCUMBRANCES:	BRICK BUILDING, CONCRETE, UNPAVED AREA	
EMPIRE LAND SURVEYING, INC. PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA 8720 N. PALMAY STREET, PENSACOLA, FLORIDA 32504 PHONE: 850-477-3745 • FAX: 850-477-3705 LICENSED BUSINESS #8888, STATE OF FLORIDA		

Property Reference Number

Rezoning Criteria

A. Consistency with the Comprehensive Plan

The proposed rezoning is in consistency with the Comprehensive Plan Policy 7.A.4.13 and Policy 8.A.1.13. Water, sewer, solid waste service is provided by ECUA.

B. Consistency with the Land Development Code

1. The property is currently zoned R-5. The proposed zoning to C-1.
2. The property is presently located within a 500ft radius of ID-1, and C-2 properties.
3. The property is located less than 100ft where existing commercial or other intensive development is and the proposed development would constitute infill development, which will constitute a logical and orderly development pattern.
4. The property is located North of Wingfoot Rd. which is an access road to the property. The property is located between east of Alphonso St, South of Trammel Blvd/Diamond Dairy Road, that intersect with west of Pensacola Blvd that provide a smooth transition between commercial and residential intensity.
5. The property is located within one-quarter mile of an collector/arterial or arterial/arterial intersection, generating more than the 600 AADT(average annual daily traffic). The majority of the existing development along this segment is used for commercial purposes.
6. The intention of proposed rezoning is not in conflict with the LDC and is consistent with the purpose of the code.

C. Compatibility with surrounding uses

The property is compatible to the surrounding uses. There are ID-1 and C-2 property in surrounding area. The property is also located, on Diamond Dairy Rd, which majority of the road is commercial property. The proposed rezoning is compatible to the surrounding uses.

D. Changed Conditions

There are no changed conditions that impact the property or rezoning of the property.

E. Effect on Natural Environment

1. There are no environmentally sensitive areas on the property that will have an adverse impact on the environment.

F. Development Patterns

The future Development Pattern of the FLU map indicates the proposed property will be partially commercial and adjoining property as well. The development of the property requested to be zone would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County, which will promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare of the Olive Heights, Escambia County community.

G. 7.20.02 Waivers

1. Requesting The Planning Board, DRC, Board of County Commissioner to waiver any roadway requirements that may restrict the rezoning and use of the property.

H. With all due respect, request the PB, BCC, accept the propose property rezoning without delay. Peace be upon you and thank you very much.




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

INTEROFFICE MEMORANDUM

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

FROM: Lynette Harris, Urban Planner I
Projects & Comprehensive Planning

THRU: Eva A. Peterson, PCP Division Manager 
Development Services Bureau

DATE: November 10, 2010

RE: Fee Waiver Request to Rezoning Application Fee – Mohamed A. Mohamed

Development Services Bureau staff has accepted and reviewed the documents provided by Mohamed A. Mohamed for a fee waiver request to the rezoning application fee of \$2600.00. Documents provided include:

- Copies of warranty deeds for the three parcels (26-1S-30-2101-001-034, 26-1S-2101-003-034, 26-1S-30-2101-000-034) he wishes to rezone.
- Copies of his federal income tax returns for the previous two years (2008 & 2009).

Staff found that Mr. Mohamed provided sufficient evidence of ownership of the properties he wishes to rezone. Based on the tax return information provided, staff found that Mr. Mohamed qualifies as an individual with an annual gross income at or below 30% of the median income for Escambia County.

LBH

cc: T. Lloyd Kerr, AICP, Development Services Bureau Chief



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

- Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.
Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

Property Owner/Non-profit Organization Name: Mohamed A. Mohamed

Please list the address(es) and Property Reference Number(s) for the property(s):
831 Trammel Blvd, 26-1S-30-2101-001-034; 1000 Trammel Blvd,
26-1S-30-2101-003-034; Diamond Dairy Rd, 26-1S-30-2101-000-034

Please indicate which application fee this request is for and the amount: Rezoning \$2600.00

Please attach the following required supporting documents to this request form:

- All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
All applicants must submit a copy of their federal income tax returns for the previous two years.
All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. YES NO
The applicant provided all required supporting documents. YES NO

Therefore; this fee waiver request for Rezoning application
is hereby approved on this 3rd day of November, 2010.

Charles R. Oliver
Charles R. "Randy" Oliver, CPA, P.E.
County Administrator

RHODEN EMMA DORIS &
7342 COBB LN
PENSACOLA FL 32505

MOORE OSSIE GAMBLE
108 SAYRETON DR
BIRMINGHAM AL 35207

MOORE PERCY J &
19494 HUASNA RD
APPLE VALLEY CA 92307

CLAIRBORNE JERMARCO L 4/5 &
C/O IRFAN H SUKHERA
1501 N PACE BLVD
PENSACOLA FL 32505

WATSON CASSIE
2185 LONGLEAF DR
PENSACOLA FL 32506

GULLEY ROBERT
812 DIAMOND DAIRY RD
PENSACOLA FL 32505

BRADLEY FLORA BELL
954 DIAMOND DAIRY RD
PENSACOLA FL 32505

FIRST BORN CHURCH OF
982 DIAMOND RD
PENSACOLA FL 32505

KNIGHT VIRGINIA M
2185 LONGLEAF DR
PENSACOLA FL 32505

GULLEY ROBERT L
810 DIAMOND DAIRY RD
PENSACOLA FL 32505

SIBERT JAMES & JO ANN
1416 ALAMANCE CHURCH RD
GREENBORO NC 27406

HARRIS CHERYL L EST OF
C/O RUTH RICH
1100 W HERNANDEZ ST
PENSACOLA FL 32501

MOHAMED A MOHAMED
1252 TRAMMEL BLVD
PENSACOLA FL 32505

BEDELL MARION HORNE
1032 TRAMMEL ST
PENSACOLA FL 32505

JACKSON LEROY &
1052 TRAMMEL ST
PENSACOLA FL 32505

MEACHAM RALPH TRUSTEE
8963 PENSACOLA BLVD
PENSACOLA FL 32534

BARTLETT THERESA A
14150 CANAL DR
PENSACOLA FL 32507

THOMAS CLINTON L EST OF
C/O EDROCE JEAN CLARK
981 DIAMOND DAIRY RD
PENSACOLA FL 32505

APPROVED RESIDENTIAL
692 ALFONSO ST
PENSACOLA FL 32505

GRANT ROGER L & IDA MAE
6891 TWIGGS LN
PENSACOLA FL 32505

BENSON WALLCE C &
9696 BOWMAN AVE
PENSACOLA FL 32534

ALEXANDER MICHAEL A
700 WENONAH ST
PENSACOLA FL 32505

LAVENDER GLORIA JEAN &
736 ALFONSO ST
PENSACOLA FL 32505

JONES RUBY M &
704 WENONAH ST
PENSACOLA FL 32505

YOUNG LEATRICE Y
706 WENONAH ST
PENSACOLA FL 32505

R J D FL HOLDINGS LLC
6681 NORTH WEST 16TH TERR
FORT LAUDERDALE FL 33309

WARD BASIN CORPORATION
7470 CRYSTAL BEACH RD
RAPID CITY MI 49676

SHOEMOE BERNIE & ELEANOR W
701 WENONAH ST
PENSACOLA FL 32505

EASLEY WILLIE E & ZADIE M
703 ALFONSO ST
PENSACOLA FL 32505

BOOKER WILLIAM I &
703 WENONAH ST
PENSACOLA FL 32505

ULMER JOHNNY &
705 WENONAH ST
PENSACOLA FL 32505

BRAGG DILE JR & REBECCA A
705 ALFONSO ST
PENSACOLA FL 32505

LEE SONEY E & GLORIA C
1050 BEXTON RD
MORELAND GA 30259-2723

BROWN WILL & ALICE
707 ALFONSO ST
PENSACOLA FL 32505

SAVAGE SANTORA M
709 ALFONSO ST
PENSACOLA FL 32505

WALKER JESSIE JR
703 W PINESTEAD RD
PENSACOLA FL 32505

PALMORE JOHN L
6909 FORREST AVE
PHILADELPHIA PA 19118

HORNE JOHN & ELLEN J
6155 LUTHER ST
PENSACOLA FL 32505

JAMES JESSIE R
7272 SNOW RD
PENSACOLA FL 32505

GARY LINDSEY
ATTN LARRY GARY
430 N STONEGATE DR
WASHOUGAL WA 98671-8587

TEX EDWARDS COMPANY INC
3311 COPTER RD
PENSACOLA FL 32514

ALEXANDER DONNIE &
942 DIAMOND DAIRY RD
PENSACOLA FL 32505

JOHNSON HAROLD L & SHERRY D
711 ALFONSO ST
PENSACOLA FL 32505

BOLLER JEWEL
713 ALFONSO ST
PENSACOLA FL 32505

POTTER MARGUERITA V
3407 W HERNANDEZ ST # A
PENSACOLA FL 32505

DIXON WILLIE J
702 LAMBERT ST
PENSACOLA FL 32505

FOUNTAIN RONALD
693 SLOAN CIR
PENSACOLA FL 32505

HOLCOLM MOORE PROPERTIES LLC
7201 PENSACOLA BLVD
PENSACOLA FL 32505

PEFLEY GARY S & LEIGH J
210 ARIOLA DR
PENSACOLA BEACH FL 32561

ANDERSON ROBERT H &
677 DIAMOND DAIRY RD
PENSACOLA FL 32505

FOUNTAIN R
693 SLOAN CIR
PENSACOLA FL 32505

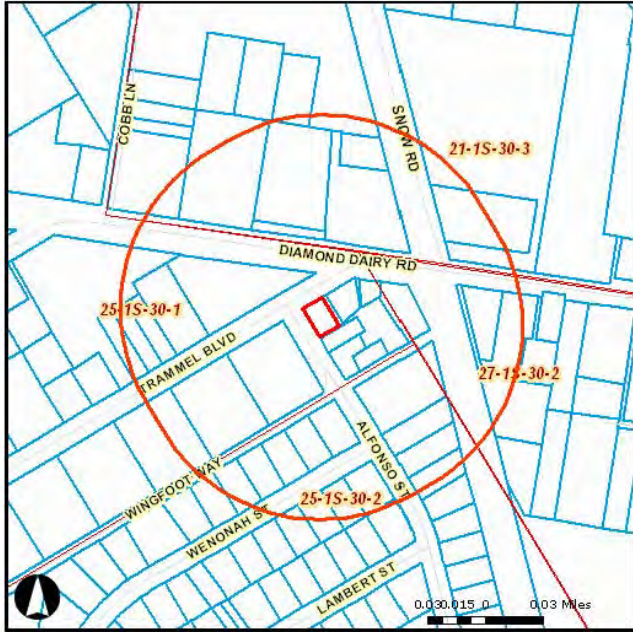
THOMAS JOE L & THOMAS DAVE
1519 KYLE DR
PENSACOLA FL 32505

DIXON LESSIE & FRANCIS
PO BOX 603452
CLEVELAND OH 44103

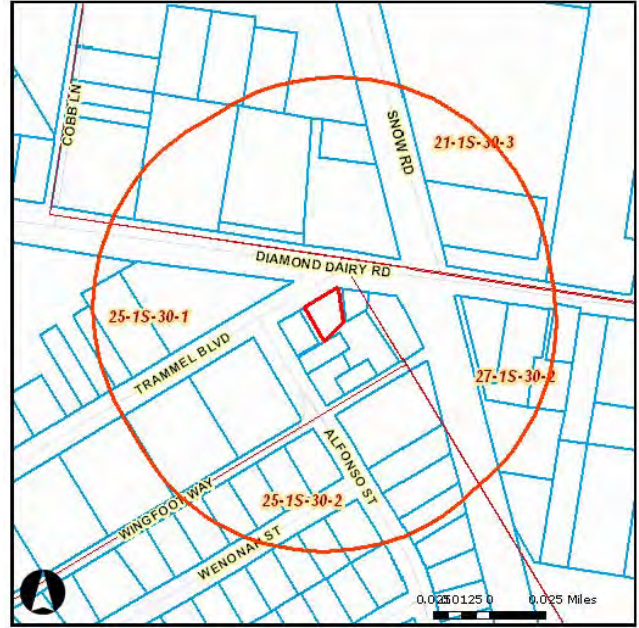
BROWN GERTRUDE
2405 N GUILLEMARD ST
PENSACOLA FL 32502

500-ft radius mailing list obtained from the Escambia County Property Appraiser website (www.escpa.org)

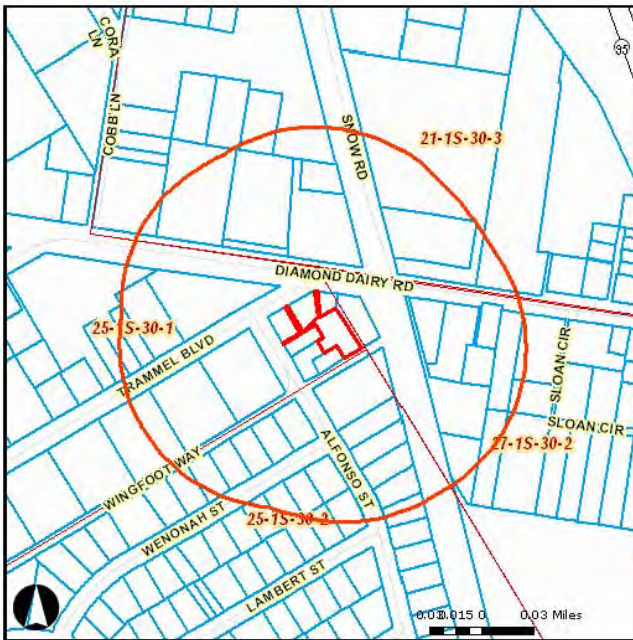
ECPA Map



831 Trammel Blvd



1000 Blk Trammel Blvd



825 Diamond Dairy Rd

Map Grid



Major Roads

- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing Speaker Request Form

Please Print Clearly

Rezoning Case #: 3-2011-04
_____ In Favor Against

Public Hearing Agenda Item/Description:

*Name: JERRY W GORDON

*Address: 6907 KELVIN *City, State, Zip: DEN FL 32503

Email Address: _____ Phone: 850-472-4786

Please indicate if you:

- would like to be notified of any further action related to the public hearing item.
- do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



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Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Case #: 2011-04
In Favor [checked] Against

Public Hearing Agenda Item/Description:

*Name: Ruderic Edwards

*Address: 3044 Skycrest Dr *City, State, Zip: Pensacola

Email Address: Ruderic.Edwards@yahoo.com Phone: (850) 292-8817

Please indicate if you:

- [] would like to be notified of any further action related to the public hearing item.
[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard.
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Collector road

From Wikipedia, the free encyclopedia

A **collector road** or **distributor road** is a low to moderate-capacity road which serve to move traffic from local streets to arterial roads. Unlike arterials, collectors are also designed to provide access to residential properties. Rarely, jurisdictions will differentiate major and minor collector roads, the former being wider, busier and more significant.

Contents

- 1 Specifications
- 2 Development
- 3 Examples
- 4 References

Specifications

Collector roads can vary widely in appearance. Some urban collectors are wide boulevards entering communities or connecting sections. Others are residential streets, which are typically wider than local roads, although few are wider than four lanes. **Small-scale commercial areas can be found on collector roads in residential areas.** Key community functions such as schools, churches and recreational facilities can often be found on collector roads. The flow of a collector road usually consists of a mixture of signalled intersections or traffic circles with arterial roads; signals, circles or stop signs (often in the form of a four-way stop) with other collector roads, and; unsignalized intersections with local streets which favour traffic movement on the collector.

Speed limits are typically between 20 and 35 mph (or 30 to 55km/h) on collector roads in built-up areas, depending on the degree of development and frequency of local access, intersections and pedestrians, as well as the surrounding area (the speed tends to be lowest in a school zone). Traffic calming is occasionally used in older areas on collector roads as well.

Development

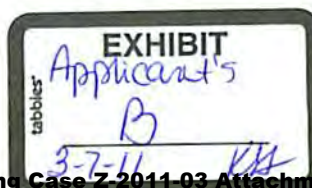
Collector roads can originate in different ways: most often they have been planned along with the suburban layout and built especially for that purpose. Occasionally they can fill gaps in a grid system between arterial roads. Urban planners will often consider such roads when laying out new areas of development, as branch sections of utilities such as trunk sewers and water mains can be built through the same corridor.

Examples

- A39 road: "Camelford Distributor Road" in Camelford[1] (<http://www.cornwall.gov.uk/index.cfm?articleid=7949>)

References

en.wikipedia.org/wiki/Collector_road





Chris Jones
Escambia County
Property Appraiser

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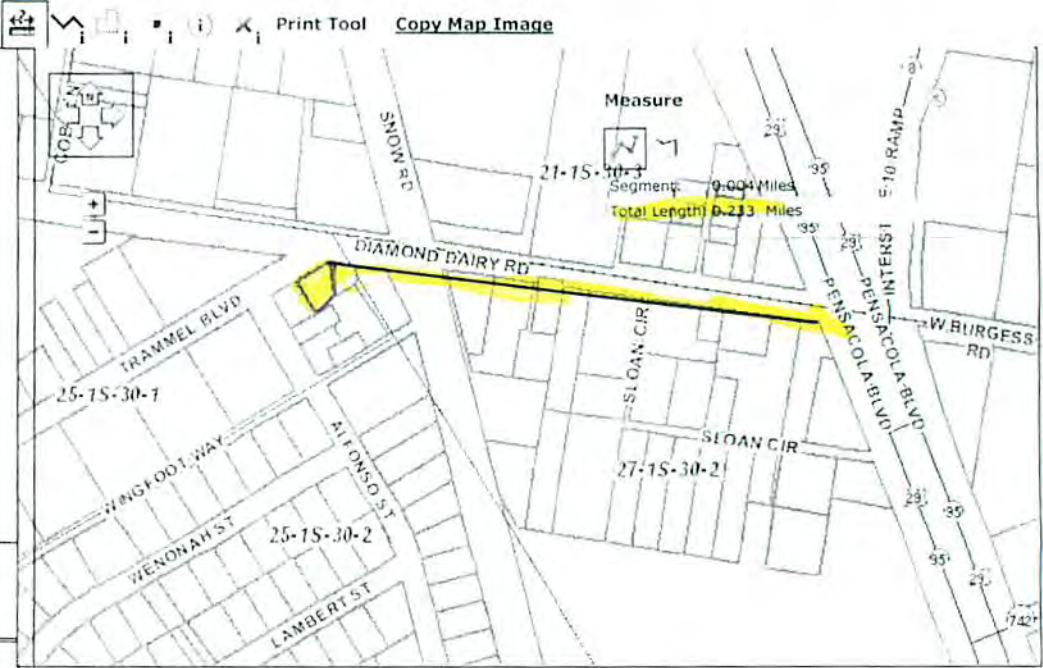
☑ Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 26-1S-30-2101-003-034
Account: 03-0952-650
Section Map: 25-1S-30-1
Situs: 1000 TRAMMEL BLVD BLK
Subdivision:
OLIVE HEIGHTS PB 2 P 69
Owner: MOHAMED MOHAMED A
Mailing Address:
1252 TRAMMEL BLVD
PENSACOLA, FL 32505
Last Sale: 10/13/2009, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1500
Building Count: 0
Total Heated Area: 0
Zoned: R-5

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: 012N33444455666





831, 1000 BLK TRAMMEL
 & DAIRY DIAMOND
 CURRENT ZONING: R-5



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



sponsibility, a promise, or the consequences of guilt. The accused man was *absolved* from all blame.

ab-sorb \əb-'sɔrb, -'zɔrb\ *v.* **1** To cause to disappear as if by swallowing. The new corporation *absorbed* three small companies. **2** To suck up or drink in. A blotter *absorbs* ink. **3** To take up without giving back. Heavy curtains *absorb* sound. **4** To hold all one's interest; to occupy fully; as, a book that *absorbed* everyone who read it.

ab-sorbed \əb-'sɔrbd, -'zɔrbd\ *adj.* Deeply interested; wholly engaged in some thought or activity; as, too *absorbed* to hear surrounding noises.

ab-sorb-ent \əb-'sɔrb-nt, -'zɔrb-\ *adj.* Able to suck up or to take in; as, *absorbent* cotton. — *n.* An absorbent substance.

ab-sorb-ing \əb-'sɔr-bing, -'zɔr-\ *adj.* Highly interesting; as, an *absorbing* tale of the sea. — **ab-sorb-ing-ly**, *adv.*

ab-sorp-tion \əb-'sɔrps-h-n, -'zɔrps-h-n\ *n.* **1** An absorbing; a sucking up or taking in; as, the *absorption* of water by the earth; the *absorption* of sound by thick curtains. **2** A being absorbed; as, an *absorption* in sports. **3** The taking in of food in a liquid state by living cells or tissues. **4** The passing of digested food through the walls of the alimentary canal into the blood or lymph.

ab-stain \əb-'stān\ *v.* To check or restrain oneself; to refrain; as, to *abstain* from eating between meals.

ab-ste-mi-ous \əb-'stē-mē-əs\ *adj.* **1** Moderate, especially in one's eating and drinking; temperate; as, a man of *abstemious* habits. **2** Sparingly used or indulged in; as, an *abstemious* diet.

ab-sten-tion \əb-'stēnsh-n\ *n.* An abstaining; abstinence; as, *abstention* from intoxicating drink.

ab-sti-nence \əb-'stē-nən(t)s\ *n.* A restraining of oneself from satisfying one's appetite or from eating certain foods; especially, an abstaining from drinking alcoholic liquors.

ab-tract \əb-'strakt, ab-'strakt\ *adj.* **1** Expressing a quality without reference to an actual person or thing that possesses it. The word "honesty" is an *abstract* word. **2** So general in meaning that it is difficult to understand; as, a book too *abstract* for children. — \əb-'strakt\ *n.* A brief statement of the main points, as of a book; a summary. — *v.*

1 \əb-'strakt\ To take away; to remove by drawing out, often secretly or dishonestly. **2** To separate or distinguish in one's mind, as a quality of an object from the object itself; as, to *abstract* the idea of roundness from a baseball. **3** \əb-'strakt\ To put into a shorter form; to summarize; as, to *abstract* a written report. — **ab-tract-ly** \əb-'strakt-lē, ab-'strakt-\ *adv.*

ab-tract-ed \əb-'strakt-əd\ *adj.* Not paying attention to near-by persons or things; absent-minded; as, to gaze with an *abstracted* look. — **ab-tract-ed-ly**, *adv.*

ab-tract-ion \əb-'straktsh-n\ *n.* **1** The action of taking away or of taking or drawing out, espe-

cially secretly or dishonestly; withdrawal; removal. **2** An abstract idea or term, as *honesty*, *bravery*, *whiteness*, *softness*. **3** The process by which an abstract idea is arrived at; the distinguishing in one's mind between a quality of an object and the object itself. **4** Something theoretical; a purely imaginary idea; as, the fleeting *abstractions* in a dream. **5** A state of not paying attention to near-by persons or things; absent-mindedness; as, to arouse a daydreamer from his *abstraction*. **6** An artistic composition or creation, especially in the art of painting or sculpture, characterized by designs not recognizably representing objects in actual existence (**pure abstraction**) or by designs not precisely representing concrete objects or figures but with recognizable elements (**near abstraction**).

ab-struse \əb-'stri:s\ *adj.* Hard to understand; obscure; difficult; as, an *abstruse* question. — **ab-struse-ly**, *adv.*

ab-surd \əb-'sɜrd, -'zɜrd\ *adj.* Highly unreasonable or untrue; silly; as, an *absurd* excuse; the *absurd* antics of a clown. — **ab-surd-ly**, *adv.*

ab-surd-i-ty \əb-'sɜrd-ət-ē, -'zɜrd-\ *n.*; *pl.* **ab-surd-i-ties.** **1** The state of being absurd; foolishness; as, the *absurdity* of believing that toads cause warts. **2** Something, especially an idea, that is absurd.

abun-dance \ə-'bʌn-dən(t)s\ *n.* A large quantity; a great plenty.

abun-dant \ə-'bʌn-dənt\ *adj.* More than enough; existing in great plenty; as, *abundant* harvests. — **abun-dant-ly**, *adv.*

abuse \ə-'byu:z\ *v.*; **abused**; **abus-ing.** **1** To use wrongly or badly; to misuse; as, to *abuse* privileges. **2** To treat badly or cruelly; to mistreat; as, to *abuse* a dog. **3** To put too heavy a strain on; as, to *abuse* one's health. **4** To blame or scold rudely. — \ə-'byu:z\ *n.* **1** Wrong, improper, or unfair treatment; misuse; as, *abuse* of an animal; *abuse* of one's health. **2** Corrupt practice; crime; fault; as, *abuses* in public office. **3** Insulting, harsh words. No one likes to listen to *abuse*.

abu-sive \ə-'byu:-siv, -ziv\ *adj.* **1** Using *abuse*. There is no excuse for being *abusive*. **2** Consisting of or containing *abuse*; as, *abusive* language. — **abu-sive-ly**, *adv.*

abut \ə-'bʌt\ *v.*; **abut-ted**; **abut-ting.** To touch or border on, as portions of land that lie next to each other; as, a farm *abutting* on the road.

abut-ment \ə-'bʌt-mənt\ *n.* **1** An *abutting*. **2** Something against which another thing rests its weight or pushes with force; as, *abutments* that support a bridge.

abys-mal \ə-'biz-məl\ *adj.* Like an abyss; of unbelievable depth; as, *abysmal* ignorance. — **abys-mal-ly** \-mə-lē\ *adv.*

abyss \ə-'bis\ *n.* **1** A huge, deep hole or opening in the earth's surface. **2** Any immeasurable depth or extent; as, an *abyss* of ignorance.

Ab-ys-sin-i-an \əb-ə-'sɪn-ē-ən, -'sɪn-yən\ *adj.* or *n.* Ethiopian.

ə abut; ər but; ɜr but; a back; ɪ bake; ɪ cot, cart; ɪ (see key page); aʊ out; ch chin; ɒ less; ɛ easy; ɡ gift; ɪ trip; ɪ life

ALL VEHICLES

INTERSECTION OF Alfonso Street & Wingfoot Way
COUNTED BY: KEB COUNT DATE: 3-Jun-10 FILE NAME: T022 tmc.xls

Applicants C
Exhibit
145

Time	Alfonso Street Southbound			Alfonso Street Northbound			Wingfoot Way Eastbound			TOTAL
	Thru	Right	Left	Thru	Right	Left	Right	Left	Right	
7:00	4	56	0	3	0	47	0	0	0	110
7:15	0	56	0	7	0	36	0	0	0	99
7:30	4	67	0	4	0	67	1	1	1	143
7:45	5	78	0	4	0	85	2	2	2	174
TOTAL	13	257	0	18	0	235	3	3	3	526
8:00	1	120	0	3	0	71	1	1	1	196
8:15	1	76	1	7	0	72	0	0	0	157
8:30	2	40	0	2	0	55	0	0	0	99
8:45	3	35	0	7	0	47	1	1	1	93
TOTAL	7	271	1	19	0	245	2	2	2	545
16:00	5	74	1	2	0	47	1	1	1	130
16:15	5	61	2	4	0	72	1	1	1	145
16:30	5	79	4	6	0	47	1	1	1	142
16:45	7	72	1	5	0	38	2	2	2	125
TOTAL	22	286	8	17	0	204	5	5	5	542
17:00	7	80	1	5	0	47	3	3	3	143
17:15	7	74	1	7	0	45	3	3	3	137
17:30	5	57	1	4	0	51	0	0	0	118
17:45	9	77	0	6	0	44	3	3	3	139
TOTAL	28	288	3	22	0	187	9	9	9	537

PEAK HOUR DATA 7:00 TO 8:45

PEAK HR START TIME 7:30

Alfonso Street Southbound Thru Right	11	341	3.1%	96.9%	0.727
Alfonso Street Northbound Thru	18	18	94.7%	0.594	
Wingfoot Way Eastbound Right	4	295	98.7%	0.859	
TOTAL					670

PEAK HOUR DATA 16:00 TO 17:45

PEAK HR START TIME 16:15

Alfonso Street Southbound Thru Right	24	292	7.6%	92.4%	0.908
Alfonso Street Northbound Thru	20	20	71.4%	0.700	
Wingfoot Way Eastbound Right	7	204	96.7%	0.723	
TOTAL					555

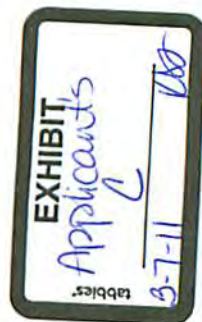


Exhibit C
From Applicant 2 of 5

HSA Consulting Group, Inc.
1315 Country Club Road
Gulf Breeze, Florida 32561

Location Wingfoot Way Between Alfonso St & Wagner Rd Direction Northbound
Start Date 7-Jun-04 Start Time 0:00 Site # 573

7-Jun	Vehicle Class													
	Total	1	2	3	4	5	6	7	8	9	10	11	12	13
00:00	13	0	13	0	0	0	0	0	0	0	0	0	0	0
00:15	5	0	4	1	0	0	0	0	0	0	0	0	0	0
00:30	11	0	9	1	0	0	0	0	0	1	0	0	0	0
00:45	6	0	6	0	0	0	0	0	0	0	0	0	0	0
01:00	3	0	3	0	0	0	0	0	0	0	0	0	0	0
01:15	3	0	3	0	0	0	0	0	0	0	0	0	0	0
01:30	6	0	5	1	0	0	0	0	0	0	0	0	0	0
01:45	5	0	4	1	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15	6	0	6	0	0	0	0	0	0	0	0	0	0	0
02:30	2	0	2	0	0	0	0	0	0	0	0	0	0	0
02:45	4	0	4	0	0	0	0	0	0	0	0	0	0	0
03:00	1	0	1	0	0	0	0	0	0	0	0	0	0	0
03:15	2	0	2	0	0	0	0	0	0	0	0	0	0	0
03:30	3	0	3	0	0	0	0	0	0	0	0	0	0	0
03:45	6	0	3	3	0	0	0	0	0	0	0	0	0	0
04:00	6	0	6	0	0	0	0	0	0	0	0	0	0	0
04:15	5	0	5	0	0	0	0	0	0	0	0	0	0	0
04:30	5	0	3	2	0	0	0	0	0	0	0	0	0	0
04:45	11	0	8	3	0	0	0	0	0	0	0	0	0	0
05:00	8	0	6	1	0	0	0	0	0	0	0	0	0	0
05:15	19	0	18	1	0	0	0	0	0	0	0	0	0	0
05:30	26	0	20	6	0	0	0	0	0	0	0	0	0	0
05:45	25	0	20	4	0	0	0	0	0	1	0	0	0	0
06:00	45	0	35	8	0	1	0	0	1	0	0	0	0	0
06:15	26	0	23	1	0	1	0	0	1	0	0	0	0	0
06:30	55	1	41	11	1	1	0	0	0	0	0	0	0	0
06:45	41	0	34	4	0	1	0	0	1	1	0	0	0	0
07:00	39	0	28	9	0	1	0	0	1	0	0	0	0	0
07:15	47	0	36	5	1	2	0	0	1	0	0	0	0	0
07:30	63	0	53	5	1	1	0	0	0	0	0	0	0	0
07:45	78	0	63	8	2	1	0	0	0	0	0	0	0	0

	Vehicle Class													
	Total	1	2	3	4	5	6	7	8	9	10	11	12	13
7-Jun														
08:00	53	0	45	6	1	1	0	0	0	0	0	0	0	0
08:15	38	0	30	7	0	1	0	0	0	0	0	0	0	0
08:30	42	0	33	6	0	0	2	0	1	0	0	0	0	0
08:45	51	0	43	5	2	1	0	0	0	0	0	0	0	0
09:00	47	0	30	8	2	4	2	0	1	0	0	0	0	0
09:15	40	0	28	6	0	3	3	0	0	0	0	0	0	0
09:30	35	0	23	7	0	0	4	1	0	0	0	0	0	0
09:45	42	0	30	8	0	0	4	0	0	0	0	0	0	0
10:00	35	0	27	7	0	1	0	0	0	0	0	0	0	0
10:15	45	1	36	3	0	1	3	0	1	0	0	0	0	0
10:30	35	0	25	2	2	0	5	0	1	0	0	0	0	0
10:45	36	0	25	5	0	1	4	1	0	0	0	0	0	0
11:00	35	0	27	4	0	2	1	0	1	0	0	0	0	0
11:15	33	0	24	5	1	1	0	0	1	0	0	0	0	1
11:30	42	0	32	4	0	0	3	1	2	0	0	0	0	0
11:45	44	0	28	11	0	0	3	0	1	1	0	0	0	0
12:00	38	0	27	3	0	1	2	1	3	1	0	0	0	0
12:15	41	0	32	6	0	2	0	0	0	1	0	0	0	0
12:30	52	0	38	9	0	0	3	0	2	0	0	0	0	0
12:45	53	0	42	9	0	0	1	0	0	1	0	0	0	0
13:00	43	1	32	6	0	0	3	1	0	0	0	0	0	0
13:15	44	1	35	4	1	1	1	0	1	0	0	0	0	0
13:30	51	0	39	7	0	1	2	0	2	0	0	0	0	0
13:45	50	0	39	5	0	0	5	1	0	0	0	0	0	0
14:00	51	0	38	7	0	0	5	0	1	0	0	0	0	0
14:15	48	0	31	9	2	2	2	0	2	0	0	0	0	0
14:30	39	0	32	4	0	0	2	1	0	0	0	0	0	0
14:45	44	0	33	6	0	0	3	0	2	0	0	0	0	0
15:00	48	0	39	3	0	1	4	0	0	0	0	0	0	0
15:15	48	0	33	8	1	1	2	1	0	0	1	1	0	0
15:30	42	0	27	6	0	1	6	0	2	0	0	0	0	0
15:45	44	0	32	6	1	0	2	1	1	1	0	0	0	0

	Vehicle Class												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Total	8	2338	401	23	52	96	12	41	12	5	1	0	2
PERCENT	0.3%	78.2%	13.4%	0.8%	1.7%	3.2%	0.4%	1.4%	0.4%	0.2%	0.0%	0.0%	0.1%
7-Jun													
16:00	0	26	6	0	1	4	1	0	0	0	0	0	0
16:15	0	33	6	0	1	3	0	1	0	2	0	0	0
16:30	0	31	13	0	2	3	0	1	0	0	0	0	0
16:45	0	52	8	0	3	0	0	1	2	0	0	0	0
17:00	0	38	3	1	0	0	0	2	0	0	0	0	0
17:15	0	32	5	0	0	0	0	1	0	0	0	0	0
17:30	0	33	3	0	1	0	0	1	0	0	0	0	0
17:45	1	31	6	0	0	0	0	0	0	0	0	0	0
18:00	0	30	4	0	0	0	1	0	0	1	0	0	0
18:15	0	37	4	0	2	0	0	1	0	0	0	0	1
18:30	0	34	7	0	0	0	0	2	1	0	0	0	0
18:45	1	33	9	1	0	0	1	0	0	0	0	0	0
19:00	0	30	7	1	1	0	0	0	0	0	0	0	0
19:15	0	26	4	0	1	0	0	0	0	0	0	0	0
19:30	1	32	3	0	1	0	0	0	0	0	0	0	0
19:45	0	31	6	1	0	0	0	0	0	0	0	0	0
20:00	0	31	4	1	0	0	0	0	0	0	0	0	0
20:15	0	27	7	0	1	0	0	1	0	0	0	0	0
20:30	0	26	5	0	0	0	0	0	0	0	0	0	0
20:45	1	32	3	0	0	0	0	0	1	0	0	0	0
21:00	0	22	4	0	0	0	0	0	0	0	0	0	0
21:15	0	30	2	0	0	0	0	0	0	0	0	0	0
21:30	0	15	2	0	1	0	0	0	0	0	0	0	0
21:45	0	18	4	0	0	0	0	0	0	0	0	0	0
22:00	0	20	2	0	0	0	0	0	0	0	0	0	0
22:15	0	21	2	0	0	0	0	0	0	0	0	0	0
22:30	0	16	0	0	1	0	0	0	0	0	0	0	0
22:45	0	13	1	0	0	0	0	0	0	0	0	0	0
23:00	0	6	1	0	0	0	0	0	0	0	0	0	0
23:15	0	9	1	0	0	0	0	0	0	0	0	0	0
23:30	0	13	1	0	0	0	0	0	0	0	0	0	0
23:45	0	8	1	0	0	0	0	0	0	0	0	0	0
TOTAL	8	2338	401	23	52	96	12	41	12	5	1	0	2
PERCENT	0.3%	78.2%	13.4%	0.8%	1.7%	3.2%	0.4%	1.4%	0.4%	0.2%	0.0%	0.0%	0.1%

From Applicant
Exhibit C 3 of 5

HSA Consulting Group, Inc.
1315 Country Club Road
Gulf Breeze, Florida 32561

Location: Wingfoot Way Between Alfonso St & Wagner Rd Direction: Southbound Site #: 573
Start Date: 7-Jun-04 Start Time: 0:00

7-Jun	Vehicle Class													
	Total	1	2	3	4	5	6	7	8	9	10	11	12	13
00:00	10	0	7	3	0	0	0	0	0	0	0	0	0	0
00:15	11	0	8	2	0	1	0	0	0	0	0	0	0	0
00:30	13	0	9	4	0	0	0	0	0	0	0	0	0	0
00:45	6	0	4	2	0	0	0	0	0	0	0	0	0	0
01:00	10	0	4	4	1	1	0	0	0	0	0	0	0	0
01:15	2	0	1	1	0	0	0	0	0	0	0	0	0	0
01:30	8	0	5	2	0	1	0	0	0	0	0	0	0	0
01:45	4	0	2	2	0	0	0	0	0	0	0	0	0	0
02:00	3	0	2	1	0	0	0	0	0	0	0	0	0	0
02:15	9	0	5	3	0	1	0	0	0	0	0	0	0	0
02:30	2	0	1	1	0	0	0	0	0	0	0	0	0	0
02:45	3	0	1	1	0	1	0	0	0	0	0	0	0	0
03:00	3	0	3	0	0	0	0	0	0	0	0	0	0	0
03:15	8	0	3	4	0	1	0	0	0	0	0	0	0	0
03:30	15	0	8	4	0	3	0	0	0	0	0	0	0	0
03:45	3	0	3	0	0	0	0	0	0	0	0	0	0	0
04:00	3	0	2	1	0	0	0	0	0	0	0	0	0	0
04:15	3	0	3	0	0	0	0	0	0	0	0	0	0	0
04:30	5	0	3	2	0	0	0	0	0	0	0	0	0	0
04:45	4	0	2	1	0	1	0	0	0	0	0	0	0	0
05:00	3	0	2	1	0	0	0	0	0	0	0	0	0	0
05:15	5	0	3	2	0	0	0	0	0	0	0	0	0	0
05:30	10	0	5	4	1	0	0	0	0	0	0	0	0	0
05:45	15	0	5	8	1	1	0	0	0	0	0	0	0	0
06:00	17	0	11	4	1	1	0	0	0	0	0	0	0	0
06:15	27	0	17	6	0	3	0	0	1	0	0	0	0	0
06:30	42	1	17	19	0	5	0	0	0	0	0	0	0	0
06:45	32	0	13	10	1	3	4	0	1	0	0	0	0	0
07:00	31	0	11	7	1	3	9	0	0	0	0	0	0	0
07:15	39	0	17	13	0	5	3	0	1	0	0	0	0	0
07:30	41	0	22	9	0	6	0	0	4	0	0	0	0	0
07:45	15	0	6	6	1	0	2	0	0	0	0	0	0	0

	Vehicle Class												
	1	2	3	4	5	6	7	8	9	10	11	12	13
7-Jun													
08:00	37	0	16	0	2	0	0	1	0	0	0	0	1
08:15	31	0	14	1	3	1	0	1	0	0	0	0	0
08:30	23	0	8	0	4	0	0	1	1	0	0	0	0
08:45	30	0	8	2	3	2	1	3	0	0	0	0	0
09:00	22	0	12	0	3	0	1	0	0	0	0	0	0
09:15	31	0	13	0	2	3	0	1	0	0	0	0	0
09:30	23	0	10	0	0	0	0	2	0	0	0	0	0
09:45	33	0	9	1	3	1	2	0	0	0	0	0	0
10:00	32	0	15	1	1	3	0	0	0	1	0	0	0
10:15	28	0	9	0	3	1	0	0	0	0	0	0	0
10:30	33	0	13	0	4	3	0	0	0	0	0	0	0
10:45	46	0	20	1	4	1	2	2	0	0	0	0	0
11:00	29	1	14	0	2	1	0	2	0	0	0	0	1
11:15	48	0	19	1	4	5	0	0	0	0	0	0	0
11:30	50	0	27	1	3	1	3	0	0	0	0	0	0
11:45	47	0	27	0	2	1	0	0	0	0	0	0	0
12:00	41	0	16	0	2	0	3	0	0	0	1	0	0
12:15	31	0	14	1	3	2	1	3	0	0	0	0	0
12:30	50	1	23	0	0	4	1	0	2	0	0	0	0
12:45	44	2	19	0	1	1	0	1	0	0	0	0	0
13:00	40	2	17	1	2	2	0	1	0	0	0	0	0
13:15	51	0	18	0	5	2	1	4	0	0	0	0	0
13:30	38	0	15	0	1	4	0	2	0	1	0	0	1
13:45	50	0	26	2	0	2	1	1	1	0	0	0	1
14:00	43	0	16	0	1	4	0	1	1	0	0	1	0
14:15	63	0	39	1	2	2	0	2	0	0	0	0	0
14:30	37	0	16	1	0	2	0	2	0	0	0	0	0
14:45	53	0	25	0	2	5	0	3	1	0	0	0	0
15:00	56	0	22	0	2	3	0	2	0	0	0	0	2
15:15	52	1	24	0	4	4	1	1	0	0	0	0	0
15:30	68	0	33	0	1	3	0	1	0	1	0	0	0
15:45	72	1	40	0	3	1	2	1	0	0	0	0	0

	Vehicle Class												
	1	2	3	4	5	6	7	8	9	10	11	12	13
7-Jun													
Total	80	33	29	1	8	1	3	3	1	0	0	0	0
16:00	86	44	30	0	8	4	0	0	0	0	0	0	0
16:15	80	43	22	0	11	2	1	1	0	0	0	0	0
16:30	81	44	30	0	1	1	0	4	0	0	0	0	0
16:45	89	51	31	0	5	1	0	1	0	0	0	0	0
17:00	80	33	33	1	6	2	1	3	0	0	0	0	0
17:15	76	34	37	0	3	0	1	1	0	0	0	0	0
17:30	50	22	24	0	2	2	0	0	0	0	0	0	0
17:45	59	29	17	0	10	0	0	2	1	0	0	0	0
18:00	61	26	24	1	8	1	0	1	0	0	0	0	0
18:15	52	24	20	0	6	1	0	0	0	0	0	0	0
18:30	49	22	16	1	6	2	0	2	0	0	0	0	0
18:45	39	22	15	0	2	0	0	0	0	0	0	0	0
19:00	36	19	13	0	4	0	0	0	0	0	0	0	0
19:15	34	18	11	1	1	0	0	3	0	0	0	0	0
19:30	37	20	10	0	6	0	0	0	0	0	1	0	0
19:45	49	26	18	0	4	0	0	0	0	0	0	0	0
20:00	30	19	7	1	3	0	0	0	0	0	0	0	0
20:15	34	25	6	0	3	0	0	0	0	0	0	0	0
20:30	28	19	9	0	0	0	0	0	0	0	0	0	0
20:45	28	17	9	0	1	0	0	0	0	0	0	0	0
21:00	37	20	14	0	1	0	0	2	0	0	0	0	0
21:15	36	13	18	0	3	0	0	2	0	0	0	0	0
21:30	19	13	6	0	0	0	0	0	0	0	0	0	0
21:45	23	12	10	0	1	0	0	0	0	0	0	0	0
22:00	27	17	9	1	0	0	0	0	0	0	0	0	0
22:15	12	8	3	0	1	0	0	0	0	0	0	0	0
22:30	17	6	9	0	1	0	0	1	0	0	0	0	0
22:45	14	10	4	0	0	0	0	0	0	0	0	0	0
23:00	12	5	7	0	0	0	0	0	0	0	0	0	0
23:15	23	12	10	0	1	0	0	0	0	0	0	0	0
23:30	11	7	3	0	1	0	0	0	0	0	0	0	0
23:45	3123	1515	1134	28	216	99	25	71	8	3	2	1	6
TOTAL	100%	48.5%	36.3%	0.9%	6.9%	3.2%	0.8%	2.3%	0.3%	0.1%	0.1%	0.0%	0.2%
PERCENT													

From Applicant
Exhibit C
4 of 5

HSA Consulting Group, Inc.
1315 Country Club Road
Gulf Breeze, Florida 32561

Location: Wingfoot Way Between Alfonso St & Wagner Rd
Start Date: 5-Jun-04
Start Time: 0:00
Direction: Southbound
Site #: 583

Time	Vehicle Class												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Total	23	16	6	0	0	0	0	0	0	0	0	0	0
00:00	0	16	6	0	0	0	0	0	0	0	0	1	0
00:15	0	12	8	0	1	0	0	0	0	0	0	0	0
00:30	0	14	11	0	0	0	0	0	0	0	0	0	0
00:45	0	18	9	0	0	1	0	0	0	0	0	0	0
01:00	0	14	5	0	0	0	0	0	0	0	0	0	0
01:15	0	15	8	0	1	0	0	0	0	0	0	0	0
01:30	0	6	7	0	0	0	0	0	0	0	0	0	0
01:45	0	7	6	0	0	1	0	0	0	0	0	0	0
02:00	0	7	2	0	2	0	0	0	0	0	0	0	0
02:15	0	5	6	0	0	0	0	0	0	0	0	0	0
02:30	0	11	3	0	0	0	0	0	0	0	0	0	0
02:45	0	2	5	0	0	0	0	0	0	0	0	0	0
03:00	1	11	5	0	0	0	0	0	0	0	0	0	0
03:15	0	2	3	0	1	0	0	0	0	0	0	0	0
03:30	0	2	2	0	0	0	0	0	0	0	0	0	0
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	1	1	0	0	1	0	0	0	0	0	0	0
04:15	0	4	1	0	1	0	0	0	0	0	0	0	0
04:30	1	2	2	0	0	0	0	0	0	0	0	0	0
04:45	0	3	2	0	0	0	0	0	0	0	0	0	0
05:00	0	2	1	0	0	0	0	0	0	0	0	0	0
05:15	0	2	0	0	1	0	0	0	0	0	0	0	0
05:30	0	5	1	0	0	0	0	0	0	0	0	0	0
05:45	0	1	4	0	1	0	0	0	0	0	0	0	0
06:00	0	1	4	0	0	0	0	0	0	0	0	0	0
06:15	0	3	3	0	0	1	0	1	0	0	0	0	0
06:30	0	10	5	0	0	0	0	1	0	0	0	0	0
06:45	0	4	4	0	1	0	0	0	0	0	0	0	0
07:00	0	5	8	1	0	1	0	0	0	0	0	0	0
07:15	0	9	4	1	1	0	0	0	0	0	0	0	0
07:30	0	8	2	0	3	0	0	0	0	0	0	0	0
07:45	0	6	9	0	1	1	0	1	0	0	0	0	0

	Vehicle Class												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Total	0	15	10	0	0	0	0	1	0	0	0	0	13
5-Jun													
08:00	26	0	15	10	0	0	0	1	0	0	0	0	0
08:15	25	0	12	9	0	3	1	0	0	0	0	0	0
08:30	22	0	13	9	0	0	0	0	0	0	0	0	0
08:45	27	0	11	15	0	1	0	0	0	0	0	0	0
09:00	20	0	9	7	0	3	0	1	0	0	0	0	0
09:15	24	0	13	10	0	1	0	0	0	0	0	0	0
09:30	25	0	16	6	0	2	0	0	0	0	0	0	1
09:45	32	0	14	11	0	5	0	0	2	0	0	0	0
10:00	33	0	17	11	0	4	0	1	0	0	0	0	0
10:15	36	0	19	14	0	0	1	2	0	0	0	0	0
10:30	29	0	14	10	0	1	2	2	0	0	0	0	0
10:45	44	0	22	15	0	4	1	2	0	0	0	0	0
11:00	31	0	14	15	0	2	0	0	0	0	0	0	0
11:15	34	0	20	11	0	0	0	3	0	0	0	0	0
11:30	39	0	19	17	0	2	0	1	0	0	0	0	0
11:45	39	0	14	17	0	6	0	2	0	0	0	0	0
12:00	41	0	20	15	0	4	0	2	0	0	0	0	0
12:15	36	0	16	13	0	3	1	3	0	0	0	0	0
12:30	47	0	24	17	0	2	1	3	0	0	0	0	0
12:45	46	0	24	15	0	3	0	3	0	0	0	0	0
13:00	43	0	23	13	0	3	0	4	0	0	0	0	0
13:15	48	0	33	10	0	5	0	0	0	0	0	0	0
13:30	38	0	16	12	0	8	0	2	0	0	0	0	0
13:45	41	0	18	17	0	5	0	0	0	0	0	1	0
14:00	37	0	23	13	0	1	0	0	0	0	0	0	0
14:15	34	0	22	8	0	3	1	0	0	0	0	0	0
14:30	40	0	16	19	1	4	0	0	0	0	0	0	0
14:45	44	0	23	13	1	4	1	1	0	1	0	0	0
15:00	53	0	25	21	0	3	2	1	1	0	0	0	0
15:15	47	1	29	15	0	2	0	0	0	0	0	0	0
15:30	36	0	16	17	0	3	0	0	0	0	0	0	0
15:45	45	0	25	13	2	4	0	1	0	0	0	0	0

	Vehicle Class													
	Total	1	2	3	4	5	6	7	8	9	10	11	12	13
5-Jun														
16:00	53	0	22	22	0	3	1	2	3	0	0	0	0	0
16:15	58	0	29	27	0	1	0	0	1	0	0	0	0	0
16:30	56	0	29	21	0	0	0	0	5	0	1	0	0	0
16:45	25	0	11	7	1	4	1	0	1	0	0	0	0	0
17:00	43	0	30	10	0	2	0	0	1	0	0	0	0	0
17:15	44	0	24	17	0	2	0	0	0	0	0	1	0	0
17:30	33	0	13	12	0	4	3	0	1	0	0	0	0	0
17:45	41	1	22	15	0	3	0	0	0	0	0	0	0	0
18:00	47	0	24	18	0	1	2	0	1	0	1	0	0	0
18:15	33	0	20	10	0	1	1	0	1	0	0	0	0	0
18:30	39	0	23	12	0	4	0	0	0	0	0	0	0	0
18:45	49	0	31	15	0	3	0	0	0	0	0	0	0	0
19:00	38	0	23	11	0	3	1	0	0	0	0	0	0	0
19:15	38	1	20	13	0	1	0	0	2	0	1	0	0	0
19:30	52	0	29	17	0	2	2	0	2	0	0	0	0	0
19:45	29	0	13	12	0	3	0	0	1	0	0	0	0	0
20:00	44	0	24	16	0	3	0	0	1	0	0	0	0	0
20:15	43	0	23	16	0	3	1	0	0	0	0	0	0	0
20:30	36	1	23	10	0	2	0	0	0	0	0	0	0	0
20:45	40	0	23	16	0	1	0	0	0	0	0	0	0	0
21:00	42	1	23	15	0	2	0	0	1	0	0	0	0	0
21:15	34	0	24	6	0	2	1	0	1	0	0	0	0	0
21:30	29	0	17	10	0	1	0	0	1	0	0	0	0	0
21:45	32	0	21	11	0	0	0	0	0	0	0	0	0	0
22:00	33	1	20	7	0	4	0	0	1	0	0	0	0	0
22:15	44	0	28	11	0	4	0	0	1	0	0	0	0	0
22:30	29	0	17	10	0	2	0	0	0	0	0	0	0	0
22:45	37	0	25	10	0	2	0	0	0	0	0	0	0	0
23:00	29	0	18	9	0	2	0	0	0	0	0	0	0	0
23:15	25	0	17	7	0	1	0	0	0	0	0	0	0	0
23:30	26	0	16	8	1	0	1	0	0	0	0	0	0	0
23:45	28	0	16	11	0	1	0	0	0	0	0	0	0	0
TOTAL	2764	8	1501	967	8	172	31	3	63	3	4	1	2	1
PERCENT	100%	0.3%	54.3%	35.0%	0.3%	6.2%	1.1%	0.1%	2.3%	0.1%	0.1%	0.0%	0.1%	0.0%

Applicant's
Exhibit C
5 of 5

HSA Consulting Group, Inc.
1315 Country Club Road
Gulf Breeze, Florida 32561

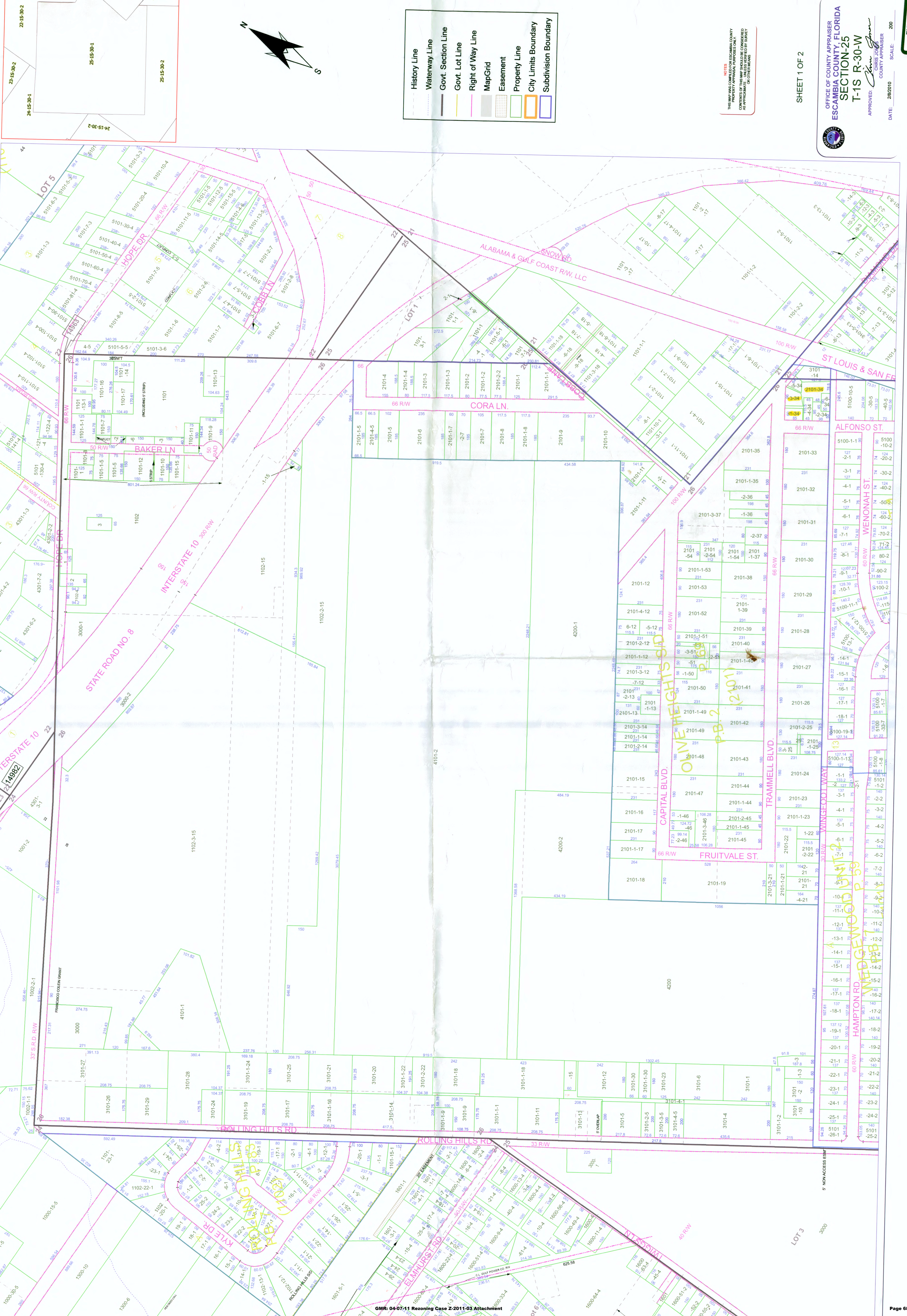
Location: Wingfoot Way Between Alfonso St & Wagner Rd
 Start Date: 5-Jun-04
 Start Time: 0:00
 Direction: Northbound
 Site #: 583

Time	Vehicle Class																																					
	1	2	3	4	5	6	7	8	9	10	11	12	13																									
Total	8	22	17	10	15	15	18	20	9	9	39	27	4	7	4	9	3	7	5	3	3	10	9	17	13													
00:00	0	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0											
00:15	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
00:30	0	16	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
00:45	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
01:00	0	13	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
01:15	0	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
01:30	0	16	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
01:45	0	19	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
02:00	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
02:15	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
02:30	0	37	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
02:45	0	26	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
03:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
03:15	0	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45	1	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15	0	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15	0	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30	0	6	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45	0	14	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15	0	10	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30	0	22	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45	0	17	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	16	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	24	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	21	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	21	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Location	Wingfoot Way Between Alfonso St & Wagner Rd										Direction	Northbound		
		1	2	3	4	5	6	7	8	9	10		11	12	13
		Total	1	2	3	4	5	6	7	8	9	10	11	12	13
5-Jun															
08:00		29	0	27	2	0	0	0	0	0	0	0	0	0	0
08:15		25	0	22	2	0	1	0	0	0	0	0	0	0	0
08:30		40	0	33	6	0	0	0	0	1	0	0	0	0	0
08:45		34	0	31	3	0	0	0	0	0	0	0	0	0	0
09:00		33	0	28	3	0	0	0	1	1	0	0	0	0	0
09:15		40	1	34	5	0	0	0	0	0	0	0	0	0	0
09:30		48	0	34	12	0	0	0	0	1	1	0	0	0	0
09:45		43	0	34	8	0	0	0	0	1	0	0	0	0	0
10:00		42	0	38	3	0	0	1	0	0	0	0	0	0	0
10:15		44	0	41	3	0	0	0	0	0	0	0	0	0	0
10:30		41	0	30	6	0	3	0	1	1	0	0	0	0	0
10:45		32	0	28	3	0	0	0	0	0	0	1	0	0	0
11:00		44	0	37	3	1	0	0	0	1	0	1	0	0	1
11:15		50	0	48	1	0	0	0	0	1	0	0	0	0	0
11:30		36	0	30	6	0	0	0	0	0	0	0	0	0	0
11:45		48	0	37	9	0	0	0	0	1	0	1	0	0	0
12:00		59	0	51	7	0	0	0	0	1	0	0	0	0	0
12:15		42	0	31	8	0	2	0	0	0	1	0	0	0	0
12:30		48	0	36	10	1	0	0	0	1	0	0	0	0	0
12:45		47	0	38	6	0	0	0	0	3	0	0	0	0	0
13:00		43	0	34	5	0	2	0	0	2	0	0	0	0	0
13:15		41	0	32	8	0	0	0	0	0	0	1	0	0	0
13:30		31	1	24	6	0	0	0	0	0	0	0	0	0	0
13:45		43	1	32	10	0	0	0	0	0	0	0	0	0	0
14:00		39	0	32	4	1	0	1	0	1	0	0	0	0	0
14:15		35	1	28	4	0	1	0	0	0	0	0	0	0	1
14:30		45	0	38	6	0	0	0	0	0	1	0	0	0	0
14:45		61	0	54	6	0	1	0	0	0	0	0	0	0	0
15:00		42	0	38	4	0	0	0	0	0	0	0	0	0	0
15:15		46	1	40	3	1	1	0	0	0	0	0	0	0	0
15:30		40	0	34	5	0	1	0	0	0	0	0	0	0	0
15:45		40	0	31	9	0	0	0	0	0	0	0	0	0	0

	Vehicle Class												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Total													
5-Jun													
16:00	20	14	2	2	0	0	0	0	0	1	0	0	0
16:15	45	39	4	0	1	0	0	0	0	0	0	1	0
16:30	55	42	9	1	0	0	2	1	0	0	0	0	0
16:45	49	44	4	0	1	0	0	0	0	0	0	0	0
17:00	60	57	2	0	0	0	0	1	0	0	0	0	0
17:15	32	26	5	0	0	0	0	1	0	0	0	0	0
17:30	22	17	3	0	0	0	0	0	0	0	0	0	0
17:45	50	43	6	0	1	0	0	0	0	0	0	0	0
18:00	25	20	4	0	1	0	0	0	0	0	0	0	0
18:15	47	37	7	0	1	0	0	0	0	1	0	0	0
18:30	36	33	2	1	0	0	0	0	0	0	0	0	0
18:45	35	31	3	1	0	0	0	0	0	0	0	0	0
19:00	31	29	2	0	0	0	0	0	0	0	0	0	0
19:15	48	42	5	0	1	0	0	0	0	0	0	0	0
19:30	35	30	5	0	0	0	0	0	0	0	0	0	0
19:45	36	30	5	0	0	0	0	0	0	1	0	0	0
20:00	31	29	2	0	0	0	0	0	0	0	0	0	0
20:15	36	30	3	0	1	0	0	0	0	0	0	0	0
20:30	36	33	1	0	0	0	0	2	0	0	0	0	0
20:45	33	32	1	0	0	0	0	0	0	0	0	0	0
21:00	29	23	4	0	0	0	0	2	0	0	0	0	0
21:15	33	30	3	0	0	0	0	0	0	0	0	0	0
21:30	19	18	1	0	0	0	0	0	0	0	0	0	0
21:45	28	24	4	0	0	0	0	0	0	0	0	0	0
22:00	17	14	3	0	0	0	0	0	0	0	0	0	0
22:15	32	27	4	0	1	0	0	0	0	0	0	0	0
22:30	19	16	3	0	0	0	0	0	0	0	0	0	0
22:45	24	22	2	0	0	0	0	0	0	0	0	0	0
23:00	17	15	2	0	0	0	0	0	0	0	0	0	0
23:15	22	20	2	0	0	0	0	0	0	0	0	0	0
23:30	28	24	2	0	0	0	0	0	0	0	0	0	0
23:45	20	17	2	0	0	1	0	0	0	0	0	0	0
TOTAL	2846	2419	334	10	24	4	5	23	3	7	0	1	2
PERCENT	100%	85.0%	11.7%	0.4%	0.8%	0.1%	0.2%	0.8%	0.1%	0.2%	0.0%	0.0%	0.1%

EXHIBIT from Applic



- History Line
- Waterway Line
- Govt. Section Line
- Govt. Lot Line
- Right of Way Line
- MapGrid
- Easement
- Property Line
- City Limits Boundary
- Subdivision Boundary

NOTES
 THIS MAP WAS PREPARED FOR ESCAMBIA COUNTY
 IN ACCORDANCE WITH THE PROVISIONS OF
 CHAPTER 190, F.S., AND THE
 CONTENTS OF THIS MAP SHOULD BE CONSIDERED
 AS APPROXIMATE TO THE INFORMATION
 ON WHICH IT IS BASED.

SHEET 1 OF 2

OFFICE OF COUNTY APPRAISER
 ESCAMBIA COUNTY, FLORIDA
SECTION-25
T-15 R-30-W
 APPROVED: *Chloe Gunn*
 COUNTY APPRAISER
 DATE: 2/28/2010 SCALE: 200

EXHIBIT Applicat

Z-2011-05

PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

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1 Thank you.

2 MR. BARRY: Yes, ma'am. Thank you.

3 Was there any further discussion by the Board?

4 We have a motion and a second on the floor. If not,

5 all in favor of the motion, please say aye.

6 (Board members vote.)

7 MR. BARRY: Any opposed?

8 MS. DAVIS: No.

9 MR. BARRY: Hearing none, the motion passes

10:29 10 five to zero with Mr. Briske out of the chambers.

11 (The motion passed five to zero.)

12 (The transcript continues on Page 74.)

13 * * *

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TAYLOR REPORTING SERVICES, INCORPORATED

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1 * * *

2 CASE NO: Z-2011-05

Location: 6751 North Palafox Street

3 Parcel: 27-1S-30-3101-003-053

From: R-6 neighborhood Commercial and

4 Residential District, (cumulative) High

Density (25 du/acre)

5 To: C-2, General Commercial and Light

Manufacturing District, (cumulative)

6 (25 du/acre)

FLU Category: C, Commercial

7 BCC District: 3

Requested by: Glynn W. Clark, Agent

8

9 MR. BARRY: The next rezoning application

10:29 10 for consideration is Case Number Z-2011-05, which

11 requests the rezoning of 6751 North Palafox Street

12 from R-6, Neighborhood Commercial and Residential

13 District, to C-2, General Commercial and Light

14 Manufacturing District, as requested by Glynn Clark

15 for Debra Buckley, Owner.

16 First we'll go through, members of the Board,

17 if there's been any ex parte' communication between

18 you and the applicant or the applicant's agent,

19 attorneys or witnesses, with Planning Board members

10:30 20 or anyone from the general public prior to this

21 hearing, and whether or not you visited the subject

22 property and, as well, if you are a relative or have

23 a business relationship with the applicant.

24 We'll start with Ms. Oram at the end.

25 MS. ORAM: None to all.

TAYLOR REPORTING SERVICES, INCORPORATED

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1 MS. HIGHTOWER: None to all.

2 MR. GOODLOE: None.

3 MR. BARRY: The Acting Chair has no

4 relationship and no communication.

5 MS. DAVIS: No to all of the above.

6 MR. WINGATE: I just drove by.

7 MR. BARRY: Thank you, Mr. Wingate.

8 MS. SINDEL: None.

9 MR. BARRY: Thank you, Ms. Sindel.

10:31 10 Staff, was notice of the hearing sent to all

11 interested parties?

12 MS. SPITSBERGEN: Yes, sir, it was.

13 MR. BARRY: Was notice of the hearing posted on

14 the subject property.

15 MS. SPITSBERGEN: Yes, it was.

16 MR. BARRY: Thank you. Now, we'll go through

17 the photographs and maps for Case Z-2011-05.

18 MS. HARRIS: Lynette Harris, Urban Planner,

19 Development Services. The location and wetlands map

10:31 20 for Case Z-2011-05. The aerial photograph of the

21 property. The Future Land Use and existing land

22 use. The 500-foot zoning map.

23 Photograph of the public sign posted on the

24 property. Looking north along Palafox Street. And

25 this is looking south along Palafox Street. Looking

TAYLOR REPORTING SERVICES, INCORPORATED

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1 north from the property. And looking south from the

2 property. Looking northeast from the property. And

3 looking southeast from the property. A photograph

4 of the subject property. Another photograph of the

5 subject property. And the subject property looking

6 from Kenmore Avenue. The 500-foot radius map

7 obtained from the Escambia County Property Appraiser

8 Website and the mailing list from that Website.

9 MR. BARRY: Thank you, Ms. Harris. Does that

10:32 10 conclude the maps and photographs?

11 MS. HARRIS: I'm sorry, yes. That concludes

12 all the photographs and maps.

13 MR. BARRY: Thank you. Would the applicant or

14 their representative please come forward and please

15 be sworn in.

16 (Glynn W. Clark sworn.)

17 MR. BARRY: Sir, would you please state your

18 name and address for the record.

19 MR. CLARK: Thank you. My name is Glynn Clark,

10:32 20 930 Gerhardt Drive, Pensacola, Florida.

21 MR. BARRY: For purposes of this hearing, do

22 you wish to be considered an expert witness?

23 MR. CLARK: I do not. I am an architect. I am

24 licensed in Alabama and I have a national

25 certification, but I'm not licensed in Florida,

TAYLOR REPORTING SERVICES, INCORPORATED

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1 so...

2 MR. BARRY: That's fine. Did you receive a

3 copy of the rezoning hearing package with the

4 staff's Findings-of-Fact?

5 MS. CLARK: Yes, I did.

6 MR. BARRY: Do you understand that you have the

7 burden of proving by substantial competent evidence

8 that the proposed rezoning is consistent with the

9 Comprehensive Plan, furthers the goals, objectives

10:33 10 and policies of the Comprehensive Plan and is not in

11 conflict with any portion of the County's Land

12 Development Code?

13 MS. CLARK: Yes, I do.

14 MR. BARRY: Please proceed.

15 MS. CLARK: Thank you. As you are aware,

16 Palafox Street is primarily a commercial area from

17 and -- I'm just going to go from Brent to the south

18 up to Burgess to the north. The majority of that

19 property is already zoned as C-1, C-2 or R-6.

10:34 20 Specifically on our block there are four

21 parcels including the 5751 North Palafox. The two

22 are currently zoned C-1 and the other two are R-6.

23 Across the street most of that property is already

24 zoned as C-1 or R-6. The Comprehensive Plan for

25 2020 shows the entire area, including our property

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1 and all the surrounding parcels, to be zoned

2 commercial.

3 The staff findings have found that we've met

4 all the requirements except for the locational

5 criteria. We are 53 hundredths of a mile from the

6 intersection of West Burgess and Palafox. Palafox

7 is a collector roadway and Burgess being the

8 arterial roadway. We would ask for an exemption for

9 the locational criteria.

10:35 10 MR. BARRY: To meet that that would have to be

11 inside a half mile radius or half a mile?

12 MR. CLARK: Yes. And we are 53 hundredths.

13 MR. BARRY: Do I have any questions of

14 Mr. Clark by the Board at this time?

15 MR. KERR: I just want to make one other point

16 and that is the property would also have to be on an

17 arterial to apply those qualifications on the

18 locational criteria.

19 MR. BARRY: Without the waiver?

10:35 20 MR. KERR: Right.

21 MR. BARRY: Did you have anything else to

22 present, Mr. Clark?

23 MS. CLARK: No, sir.

24 MR. BARRY: Any questions of Mr. Clark by the

25 Planning Board staff? Hearing none, we'll go to the

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1 staff's presentation. You will certainly have an

2 opportunity to cross, Mr. Clark.

3 (Lynette Harris, previously sworn.)

4 MS. HARRIS: Staff's Findings-of-Fact for Case

5 Z-2011-05, for 6751 North Palafox Street.

6 (Mr. Briske enters and resumes as Chairman.)

7 MS. HARRIS: The is from R-6, Neighborhood

8 Commercial and Residential District, to C-2, General

9 Commercial and Light Manufacturing District.

10:36 10 Criterion (1), consistent with the

11 Comprehensive Plan. The proposed amendment to C-2

12 is consistent with the intent and purpose of the

13 Future Land Use Category Commercial. However, it

14 does not meet the locational criteria set forth in

15 Comprehensive Plan Policy 7.A.4.13.C.2, because the

16 property is not located along an arterial roadway.

17 The property is located along a collector roadway,

18 North Palafox Street, approximately 0.53 miles from

19 an arterial/collector intersection, East Burgess

10:36 20 Road and North Palafox Street.

21 Criterion (2), consistent with the code. The

22 proposed amendment is in conflict with the

23 locational criteria portion of the Land Development

24 Code. However, it is consistent with the intent and

25 purpose of the code.

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1 For the same explanations stated in the

2 findings for consistent with the Comprehensive Plan

3 criterion, the property does not meet the locational

4 criteria requirements for General Commercial and

5 Light Manufacturing uses, Land Development Code

6 7.20.06.

7 The applicant's agent submitted a compatibility

8 analysis with the application to request an

9 exemption to the roadway requirements based on

10:37 10 infill development, Land Development Code 7.20.03.B.

11 the block along North Palafox Street between Travis

12 Street and East Oakfield Road is comprised of four

13 parcels, two are zoned C-1 and two are zoned R-6.

14 I believe that should be between Travis Street

15 and Kenmore Road is actually the block.

16 When applicable, further review from the

17 Development Review Committee will be needed to

18 ensure the buffering requirements and other

19 performance standards have been met should this

10:38 20 amendment to C-2 be granted.

21 Criterion (3), compatibility with the

22 surrounding uses. The proposed amendment is

23 compatible with the surrounding and existing uses in

24 the area. Within the 500-foot radius impact area

25 staff observed 62 parcels. The existing land uses

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PLANNING BOARD REZONING HEARINGS - MARCH 7, 2011

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1 include 25 single-family residences, six mobile
 2 homes, 12 multifamily residences, one duplex, two
 3 lodges, one gas station, one insurance office, one
 4 dental office, a motorcycle repair shop, four auto
 5 sales -- one of those is vacant -- one trucking
 6 wholesale facility and nine vacant parcels.
 7 Criterion (4), changed conditions. Staff found
 8 no changed condition that would impact the amendment
 9 or the property.
 10:38 10 Criterion (5), effect on the natural
 11 environment. According to the National Wetland
 12 Inventory, wetlands and hydric soils are not
 13 indicated on the subject property.
 14 When applicable, further review during the DRC
 15 process will be necessary to determine if there
 16 would be any significant adverse impact on the
 17 natural environment.
 18 Criterion (6), development patterns. The
 19 proposed amendment would result in a logical and
 10:39 20 orderly development pattern. Though the property
 21 does not meet the locational criteria, the proposed
 22 amendment to C-2 is compatible with the Commercial
 23 Future Land Use, the surrounding zoning district and
 24 the existing land uses.
 25 That concludes staff's findings for Case
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1 Z-2011-05.
 2 MR. BARRY: Thank you, Lynnette. Thank you,
 3 Mr. Barry, for stepping in there while I was
 4 finishing up my phone call.
 5 All right. Mr. Clark, do you have any
 6 questions of the staff members at this time?
 7 MR. CLARK: I have no questions.
 8 MR. BRISKE: Board members, any questions of
 9 the staff members? Okay.
 10:40 10 We do have -- it does not look like we have
 11 anyone -- are there any members of the public who
 12 wish to speak on this subject? All right. Hearing
 13 none, then we'll close the public format for this
 14 case.
 15 Board members, any questions of the staff, the
 16 applicant or any of the exhibits entered?
 17 Hearing none, the Chair will entertain a
 18 motion.
 19 MR. BARRY: I move to recommend approval of the
 10:40 20 rezoning application from R-6, Neighborhood
 21 Commercial Residential District, to C-2, General
 22 Commercial and Light Manufacturing District, and
 23 adopt the Findings-of-Fact presented by staff except
 24 for Criterion (1) and (2) that relate to the
 25 locational criteria given the compatibility analysis
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1 and that it is representing infill development that
 2 that locational criteria be waived.
 3 MR. GOODLOE: Second.
 4 MR. BRISKE: A motion and a second. Any
 5 further discussion? All those in favor, please
 6 indicate by saying aye.
 7 (Board members vote.)
 8 MR. BRISKE: Opposed.
 9 (None.)
 10:41 10 MR. BRISKE: And I will abstain because I was
 11 not here for the whole case, so I'll abstain from
 12 the vote. It does pass unanimously amongst the
 13 voting members.
 14 (The motion passed five to zero with Mr. Briske
 15 abstaining.)
 16 That was our last quasi-judicial rezoning
 17 request, so at this time we will close the
 18 quasi-judicial Planning Board hearing for rezonings,
 19 and we will thank Linda for her time today and give
 10:41 20 her a chance to finish up.
 21 (The quasi-judicial proceedings concluded at
 22 10:45 a.m.)
 23
 24
 25
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 83 both
 9 inclusive, comprise a full, true, and correct transcript of
 10 the proceeding; that said proceeding was taken by me
 11 stenographically, and transcribed by me as it now appears;
 12 that I am not a relative or employee or attorney or counsel
 13 of the parties, or relative or employee of such attorney or
 14 counsel, nor am I interested in this proceeding or its
 15 outcome.
 16 IN WITNESS WHEREOF, I have hereunto set my hand
 17 and affixed my official seal on 18th day of March 2011.
 18
 19
 20 _____
 LINDA V. CROWE, COURT REPORTER
 Notary Public - State of Florida
 My Commission No.: DD 848081
 My Commission Expires: 02-05-2013
 21
 22
 23
 24
 25
 TAYLOR REPORTING SERVICES, INCORPORATED



DEVELOPMENT SERVICES BUREAU FINDINGS-OF-FACT

REZONING CASE: Z-2011-05
March 7, 2011

I. SUBMISSION DATA:

BY: Glynn W. Clark, Agent
FOR: Debra P. Buckley, Owner
PROPERTY REFERENCE NO.: 27-1S-30-3101-003-053
PROJECT ADDRESS: 6751 N Palafox St
FUTURE LAND USE: C, Commercial
COMMISSIONER DISTRICT: 3
BCC MEETING DATE: April 7, 2011

II. REQUESTED ACTION:

REZONE

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

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

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

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

- a. The property shall not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A, and V-3);
- b. There shall be adequate fencing along with buffering and landscaping to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8;
- c. Lower intensity uses must be located next to abutting residential dwellings to reduce negative impacts;
- d. Intrusions into residential subdivisions shall be limited;
- e. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics; and
- f. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

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

FINDINGS

The proposed amendment to C-2 **is consistent** with the intent and purpose of Future Land Use category Commercial; however, it does not meet locational criteria as set forth in **CPP 7.A.4.13.C.2.** because the property is not located along an arterial roadway. The property is located along a collector roadway (N Palafox St) approximately 0.53 miles from an arterial/collector intersection (E Burgess Rd and N Palafox St).

CRITERION (2)

Consistent with this Code.

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

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

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative).

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

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

B. *Permitted uses.*

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

14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
22. Temporary structures. (See section 6.04.16)
23. Arcade amusement centers and bingo facilities.
24. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 7.20.06. General commercial and light manufacturing locational criteria (C-2).

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
 1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;
 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
 4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;

5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

LDC 7.20.02B Waivers, The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances exist, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy 7.A.3.8. Infill development would be an example of when a waiver could be recommended. Although a waiver to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment.

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

FINDINGS

The proposed amendment **is in conflict** with the locational criteria portion of the Land Development Code; however, it **is consistent** with the intent and purpose of the Code.

For the same explanation stated in the findings for “Consistent with the Comprehensive Plan Criterion”, the property does not meet the locational criteria requirements for general commercial and light manufacturing uses (LDC 7.20.06.)

The applicant’s agent submitted a compatibility analysis with application to request an exemption to the roadway requirements based on infill development (LDC 7.20.03.B.). The block along N Palafox St between Travis St and E Oakfield Rd is comprised of four parcels: two are zoned C-1 and two are zoned R-6.

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

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

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

Within the 500' radius impact area, staff observed 62 parcels. Existing land uses include 25 single-family residences, six mobile homes, twelve multi-family residences, one duplex, two lodges, one gas station, one insurance office, one dental office, one motorcycle repair shop, four auto sales (one of which is vacant), one trucking/warehouse facility and nine vacant parcels.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

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

CRITERION (6)

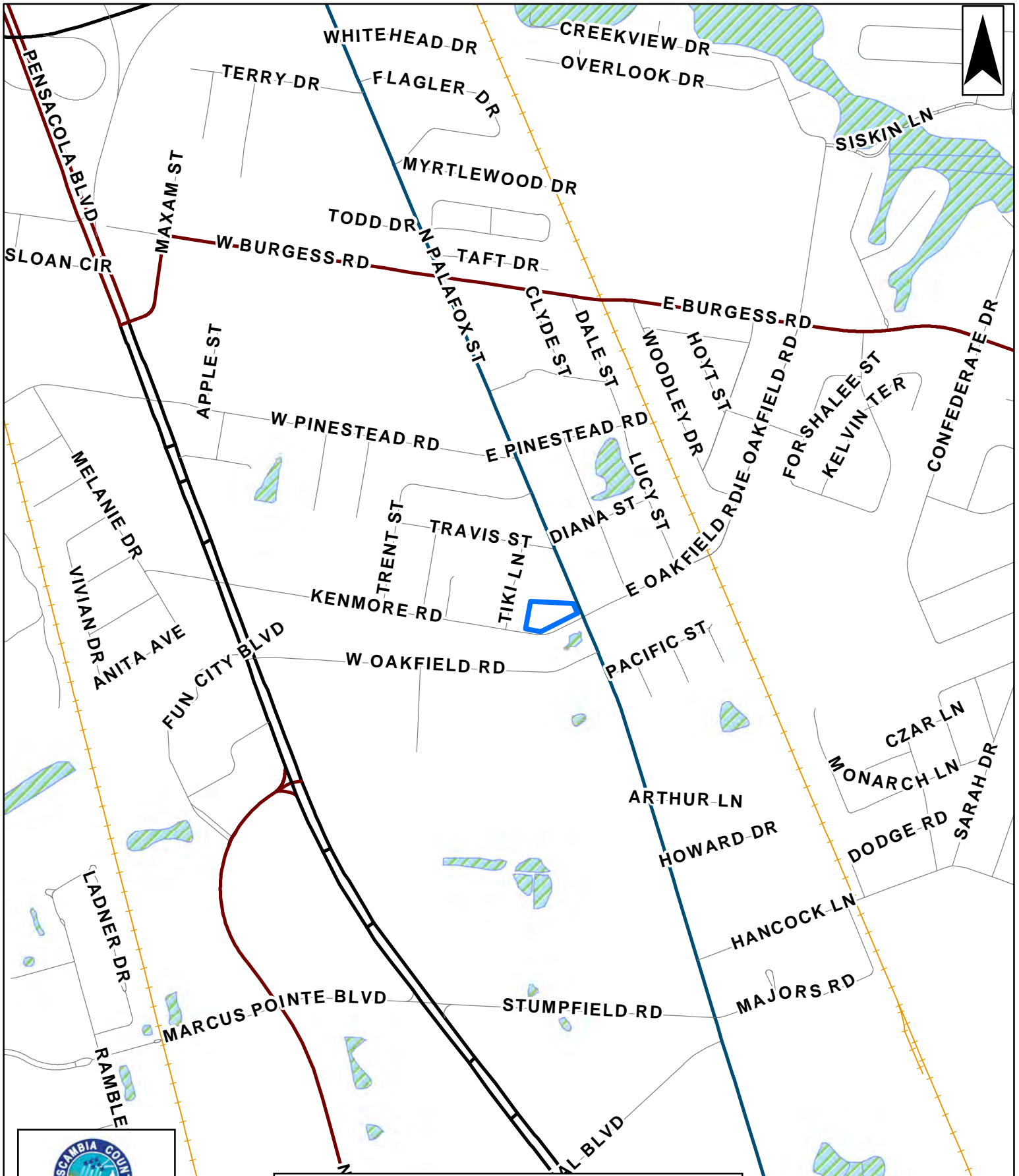
Development patterns.

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

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. Though the property does not meet locational criteria, the proposed amendment to C-2 is compatible with the Commercial Future Land Use, the surrounding zoning districts and existing land uses.

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



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

Z-2011-05 LOCATION/WETLANDS



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

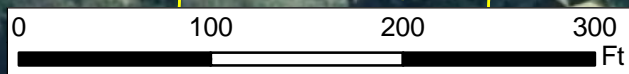


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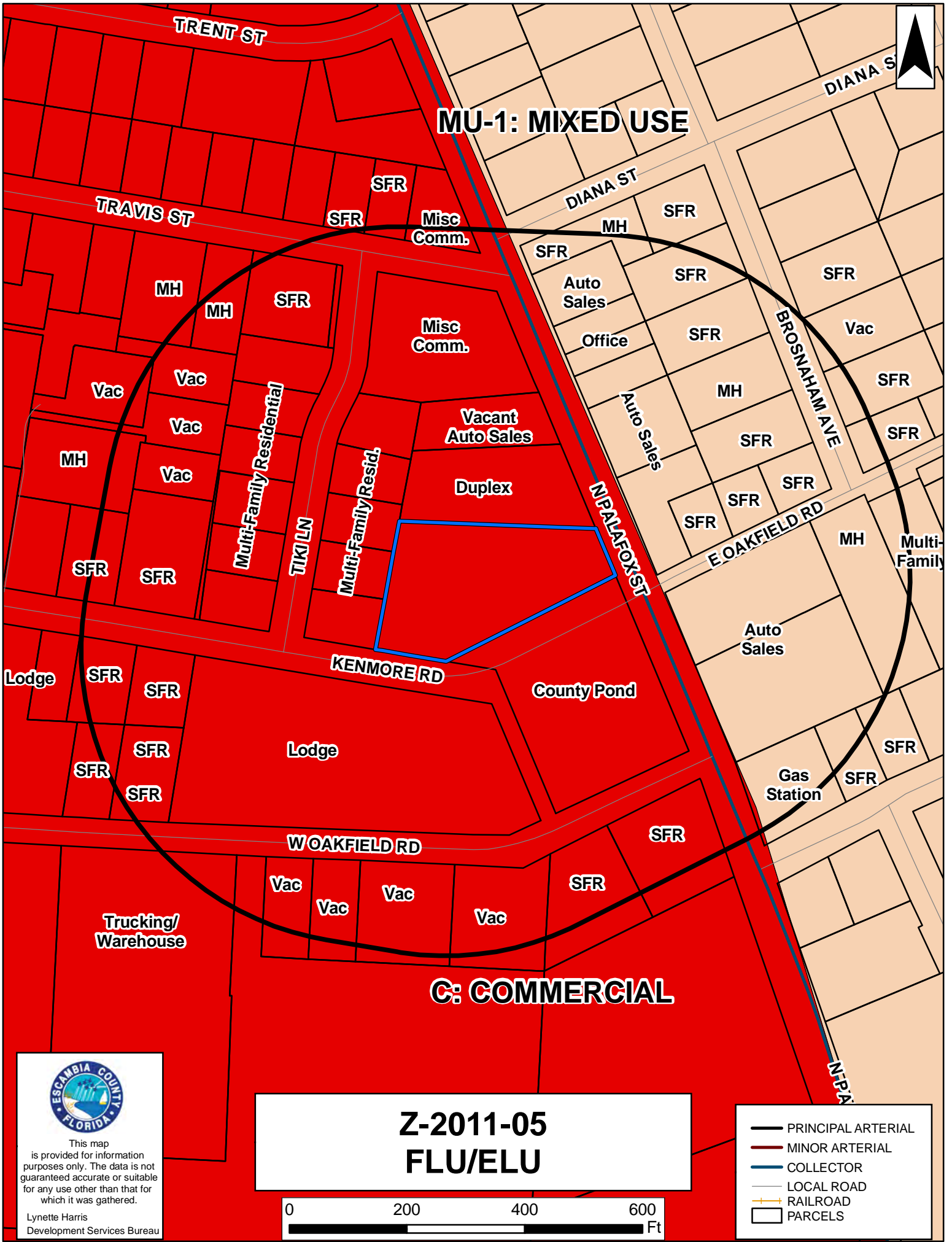
Lynette Harris
Development Services Bureau

OAKFIELD

Z-2011-05 AERIAL



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




MU-1: MIXED USE

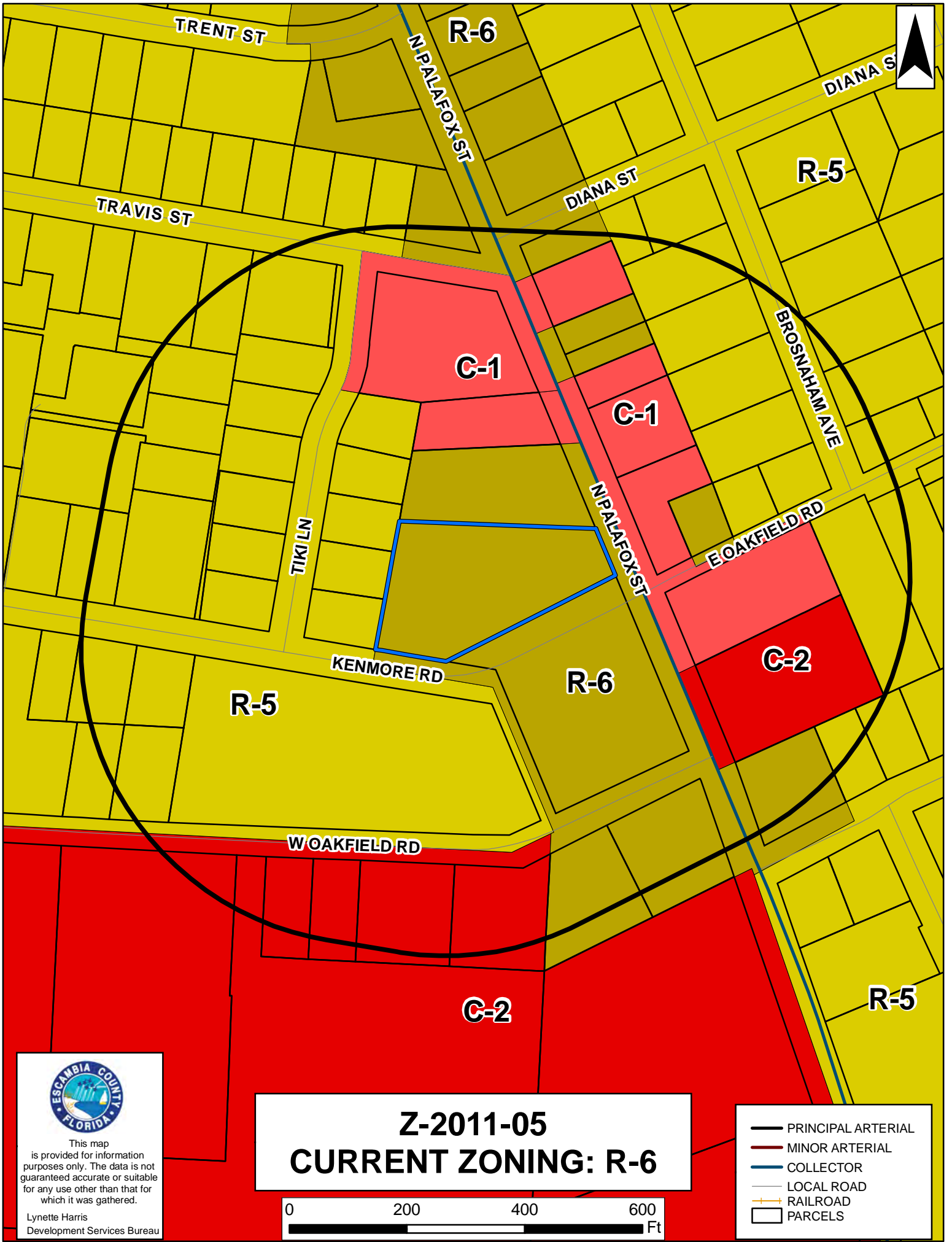
C: COMMERCIAL

**Z-2011-05
FLU/ELU**

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




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 Lynette Harris
 Development Services Bureau



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Lynette Harris
Development Services Bureau

Z-2011-05
CURRENT ZONING: R-6



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



Public Notice Sign



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2011-05
CURRENT ZONING: R-6 PROPOSED ZONING: C-2

PLANNING BOARD

DATE: 3/7/11 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 4/7/11 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking North along Palafox St

NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2011-05 PROPOSED ZONING: C-2
 CURRENT ZONING: R-6

PLANNING BOARD

DATE: 3/7/11 TIME: 8:30 AM
 LOCATION OF HEARING: ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
 330 WEST PALAFOX ST
 ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 4/7/11 TIME: 5:45 PM
 LOCATION OF HEARING: ESCAMBIA COUNTY GOVERNMENT CENTER
 521 PALAFOX ST BOARD MEETING ROOM

PLEASE CALL



Looking South along Palafox St



Looking North from Property



Looking South from Property



Looking Northeast from Property



Looking Southeast from Property



Subject Property



Subject Property



Subject Property from Kenmore Ave



Development Services Bureau
Escambia County, Florida

APPLICATION

Please check application type:

Rezoning Variance Development Order Extension

Proposed zoning: C 2 Conditional Use Administrative Appeal

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

Owner(s) Name: DEBRA P. BUCKLEY Phone: 478-4330

Address: 5970 REYNOSA DR. PENSACOLA, FL. 32504 Email: BUCK-DEB@BELLSOUTH.NET

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

Property Address: 6751 N. PALAFOX ST. 32504 PENSACOLA, FL.

Property Reference Number(s)/Legal Description: 27 15 30 3101 003 053

By my signature, I hereby certify that:

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

Glynn W. Clark
Signature of Owner/Agent

GLYNN W. CLARK
Printed Name Owner/Agent

12-17-10
Date

Debra P. Buckley
Signature of Owner

DEBRA P. BUCKLEY
Printed Name of Owner

12-17-2010
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17th day of December 2010

by Glynn W. Clark and Debra P. Buckley

Personally Known OR Produced Identification . Type of Identification Produced: AL 6031696-(Glynn)

Linda G. Iversen
Signature of Notary Notary Public - State of Florida Linda P Iversen
Printed Name of Notary

My commission expires Feb. 18, 2011
(notary seal must be affixed) Comm. No. DD 843119

FOR OFFICE USE ONLY CASE NUMBER: Z-2011-05

Meeting Date(s): Planning Board 3/1 BCC 4/1 Accepted/Verified by: Lynette Harris, David Forte Date: 2/3/11

Fees Paid: \$ 1500- Receipt #: 525341 Permit #: PR211020003

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



Development Services Bureau
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2011-05

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 27 15 30 3101 003 053

Property Address: 6751 N. PALAFOX ST. PENSACOLA, FL. 32504

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 17th DAY OF DECEMBER, YEAR OF 2010.

Debra P. Buckley
Signature of Property Owner

DEBRA P. BUCKLEY
Printed Name of Property Owner

12-17-10
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Bureau
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2011-05

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6751 N. PALAFOX ST. PENSACOLA, FL. 32504
Florida, property reference number(s) 27 15 30 3101 003 053

I hereby designate GLYNN W. CLARK for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 17th day of DECEMBER the year of, 2010, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: GLYNN W. CLARK Email: gwcdesign@bellsouth.net
Address: 930 GERHARDT DR. PENSACOLA, FL. 32503 Phone: 850-530-3928

Debra P. Buckley
Signature of Property Owner

DEBRA P. BUCKLEY
Printed Name of Property Owner

12-17-2010
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17th day of December 2010,
by Debra P. Buckley

Personally Known OR Produced Identification . Type of Identification Produced: _____

Linda G. Iversen
Signature of Notary

Linda G. Iversen (Notary Seal)
Printed Name of Notary

LINDA G. IVERSEN
Notary Public-State of Florida
My commission expires Feb. 18, 2013
Comm. No. DD 843119



Development Services Bureau
Escambia County, Florida

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

27-15-30-3101-003-053
Property Reference Number

Glynn Clark
Name

6751 N. Palafox St
Address

Owner Agent

Referral Form Included? **Y/N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-6 Size of Property: 1.52 ^{-ESCPA} +/-
 Future Land Use: C Commissioner District: _____
 Overlay/AIPD: _____ Subdivision: _____
 Redevelopment Area: _____

COMMENTS

Desired Zoning: C-2

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? Yes

#8 - located on collector over 1/2 mile from intersection need analysis to request waiver/exemption to roadway requirements

#1 - updated boundary survey - acreage & easements

recommend title search for property

next deadlines: application: 2/3 Planning Board: 3/7 BCC: 4/7

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

DRC will be required
 ? - change of use -

Staff present: David Forte, Drew Holmer, Lynette Harris ¹²⁶¹ Date: 1/6/11

Applicant/Agent Name & Signature: [Signature]

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

81. (78)
22-70
114

WARRANTY DEED
INDIVID TO INDIVID

1263 PAGE 154

This Warranty Deed Made the 1st day of October A D 1978 by
CLAUDR W. ALLEN and KATHRYN C. ALLEN, husband and wife,

hereinafter called the grantor to
CHARLES R. BUCKLEY and DEBRA P. BUCKLEY, husband and wife,

whose postoffice address is Rt. 5, Box 5, Panama, FL. 32304
hereinafter called the grantee

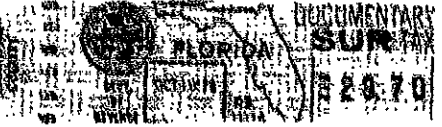
Whereas said herein the terms grantor and grantee include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations

Witnesseth: That the grantor for and in consideration of the sum of \$ 1.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliena, re-
leases, conveys and confirms unto the grantee, all that certain land situate in Escambia
County, Florida, viz Commencing at the Northeast corner of Lot 53 of the National
Land Sales Co. Plat, according to the plat recorded in Deed Book 89 at Page 226
of the Public Records of said County; thence run South along the Westerly line
of Old Palatux Hwy, 66' N/W, for 533.80 feet to the point of beginning; thence
continue along the same line for 6.67 feet; thence 93°03'30" right for 327.81
feet; thence 35°12'50" right for 110.20 feet to the West line of Lot 53; thence
89°31'25" right and along the West line of said Lot 53 for 98.20 feet; thence
76°03'34" right for 387.50 feet to the point of beginning; All lying and being
in Section 27, T-1-S, R-30-W, Escambia County, Florida. A portion of Lot 53 of
National Land Sales Company Subdivision of parts of Sections 25 and 27, Township
1 South, Range 30 West, as shown on plat of said Subdivision appearing of
record at page 226 of Deed Book 89 of the Records of Escambia County, Florida,
more particularly described as follows: Begin at the Northeast Corner of said
Lot 53, and thence run Southeasterly along the East line of said Lot 410 feet
for the point of beginning; thence continue same course 123.8 feet; thence run
Westerly 387 1/2 feet more or less to a point in the West line of said Lot 53,
which is 333.8 feet South of the Northwest corner of said Lot; thence run Northerly
along the West line of said lot 123.8 feet; thence run Easterly 313.7 feet to
the point of beginning.
Subject to valid easements and restrictions of record and taxes for 1978 and
thereafter.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining

To Have and to Hold, the same in fee simple forever

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 1977.



This instrument prepared by:
THOMAS M. BRADY
Wells, Brown, Cotton & Brady, P. A.
601 S. Palatux Street
Panama, Florida

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence

Imma 123 Floyd
David L. ...

Claude W. Allen
KATHRYN C. ALLEN

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared

CLAUDE W. ALLEN and KATHRYN C. ALLEN, HUSBAND &
WIFE,

known to me to be the persons described in and who executed the
foregoing instrument and they acknowledged before me that they

executed the same
WITNESS my hand and official seal in the County and
State here aforesaid this _____ day of _____
A D 1978.

RECORDER'S OFFICE
ESCAMBIA COUNTY, FLORIDA
OCT 6 4 30 PM '78
906763

EXHIBIT A

Commencing at the Northeast corner of Lot 53 of the National Land Sales Co. Plat, according to the plat recorded in Deed Book 89 at Page 226 of the Public Records of said County; thence run South along the Westerly line of Old Palafox Hwy. 66' R/W. for 533.80 feet to the point of beginning; thence continue along the same line for 6.67 feet; thence 93°05'30" right for 327.81 feet; thence 35°12'50" right for 110.20 feet to the West line of Lot 53; thence 89°31'25" right and along the West line of said Lot 53 for 98.20 feet; thence 76°03'34" right for 387.50 feet to the point of beginning; All lying and being in Section 27, T-1-S, R-30-W, Escambia County, Florida.

A portion of Lot 53 of National Land Sales Company Subdivision of parts of Sections 25 and 27, Township 1 South, Range 30 West, as shown on plat of said Subdivision appearing of record at page 226 of Deed Book 89 of the Records of Escambia County, Florida, more particularly described as follows: Begin at the Northeast Corner of said Lot 53, and thence run Southeasterly along the East line of said lot 410 feet for the point of beginning; thence continue same course 123.8 feet; thence run Westerly 387½ feet more or less to a point in the West line of said Lot 53, which is 533.8 feet South of the Northwest corner of said Lot; thence run Northerly along the West line of said Lot 123.8 feet; thence run Easterly 315.7 feet to the point of beginning.

Subject to valid easements and restrictions of record and taxes for 1974 and thereafter.

Grantors intend by this conveyance to grant to the Grantee only a Life Estate in the above described property.

IN 2011 APR 27 10:28 AM '11
REC'D BY COUNTY CLERK
ESCAMBIA COUNTY

RECORDED
INDEXED

5:2087

ACCOUNT NO: 03 1742 000 PROPERTY REF NO: 27 19 30 3101 003 053

BUCKLEY CHARLES R &
6751 N PALAFOX ST

DEBRA P
PENSACOLA FL

32503

50000	BEG 410 FT S OF NW COR OF	LT 53 S 123 8/10 FT E 387
51000	1/2 FT TO H/W NWLY ALG H/W	123 8/10 FT W 315 7/10 FT
52000	TO POB OR 543/767/771 P	152/365/69
53000	ALSO BEG AT NE COR OF LT 53	S ALG WLY LI OF PALAFOX HWY
54000	(66 FT R/W) 533	8/10 FT TO POB CONT ALG
55000	SAME LI & 87/100 FT 93 DEG	05 MIN 30 SEC RT 327 81/100
56000	FT 35 DEG 12 MIN 50 SEC RT	110 20/100 FT TO W LI OF LT
57000	53 89 DEG 31 MIN 25 SEC RT	AND ALG W LI OF LT 53 98
58000	20/100 FT 76 DEG 03 MIN 34	SEC RT 387 5/10 FT TO POB
59000	OR 771 P 69 S/D OF LT 2 W	OF HWY AND ALL LTS 3 AND 4
60000	SEC 27 AND LT 2 SEC 25 PLAT	OR 1263 P 154 SEC 25/27
61000	T 15 R30	

ACCOUNT NUMBER	ESGROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
03-1742-000		See Below	06	271S30-3101-003-053

2010 Real Estate 0110584.0000

24 - 00000 / 07000 3-19757 JNS19019
 BUCKLEY CHARLES R & DEBRA P
 5970 REYNOSA DR
 PENSACOLA, FL 32504

6751 N PALAFOX ST
 BEG 410 FT S OF NW COR OF
 LT 53 S 123 8/10 FT E 387
 1/2 FT TO H/W NWLY ALG H/W
 See Tax Roll for extra legal.

OFFICE
 (850) 438-6500

TTY
 FOR THE
 HEARING
 IMPAIRED
 (850) 472-0031

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	81,917		81,917	571.41
PUBLIC SCHOOLS					
By Local Board	2.2290	81,917		81,917	182.59
By State Law	5.6310	81,917		81,917	461.27
SHERIFF	0.6850	81,917		81,917	56.11
WATER MANAGEMENT	0.0450	81,917		81,917	3.69
ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312					
TOTAL MILLAGE		15.5655	AD VALOREM TAXES		1275.07

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
FIRE		75.00
# 974 11-26-10		
QUESTIONS ON ITEMS IN THIS SECTION ONLY CALL (850) 595-4960		
NON-AD VALOREM ASSESSMENTS		75.00

PLEASE
 PAY ONLY
 ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS						
				1350.07	PAY ONLY ONE AMOUNT	See reverse side for important information
Nov 30 2010	Dec 31 2010	Jan 31 2011	Feb 28 2011	Mar 31 2011	Apr 30 2011	
\$ 1296.07	\$ 1309.57	\$ 1323.07	\$ 1336.57	\$ 1350.07	\$ 1390.57	

AMOUNT
 DUE
 IF PAID
 BY

COMPATIBILITY ANALYSIS
FOR
6751 N. PALAFOX STREET

February 3, 2011

Re: Request for waiver or exemption to the roadway requirements of Locational Criteria

According to Section 7.20.03 exemptions to the roadway requirement may be granted by the Planning Board or DRC if over 50% of a block is zoned for or used for commercial development and for existing conforming use.

The proposed rezoning parcel is located on the west side of Palafox Street, a collector street between Kenmore Rd. on the south and Travis St. to the north. This block consists of 4 parcels. Currently the north most 2 parcels are zoned C-1 and the two south most are zoned R-6. 100% of current zoning allows for commercial or neighborhood commercial development. The reference parcel is currently a home furnishings (flooring) commercial use. Therefore over 50% of this block along Palafox is consistent with the "Infill Development" criteria.

The property is located in an area where existing commercial or other intensive development is established and the proposed rezoning would constitute infill development.

The proposed rezoning of this parcel is also compatible with the 2020 future land use plan which proposes the entire block and all adjacent surrounding property being commercial.



**Development Services Bureau
Building Inspections Division**

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **525341**

Date Issued. : 02/03/2011

Cashier ID : VHOWENS

Application No. : PRZ110200003

Project Name : Z-2011-05

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	999	\$1,500.00	App ID : PRZ110200003
		\$1,500.00	Total Check

Received From : debra p buckley / BUCKLEY CHARLES R & DEBRA P

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110200003	619418	1,500.00	\$0.00	6751 N PALAFOX ST, PENSACOLA, FL, 32503

Total Amount :	1,500.00	\$0.00	Balance Due on this/these Application(s) as of 2/18/2011
-----------------------	-----------------	---------------	--

MOYE WILLIAM R SR & ELLA
2160 WINDHAM DR
MOLINO FL 32577

SAM RONG & ROEUN
10 OAKFIELD RD
PENSACOLA FL 32514

JONES ALLEN C
7000 N PALAFOX HWY
PENSACOLA FL 32503

WORLDSCO FINANCIAL SERVICES INC
2107 ST MARY AVE
PENSACOLA FL 32505

COREY JACQUINE
PO BOX 9045
PENSACOLA FL 32513

HAMMEL HARRY W III
4050 DOE RUN DR
SALSBURY MD 21804

HOUSTON JERRY E & LOU ANN
2331 RISEN DR
CANTONMENT FL 32533

KLOT PRONG & PHEACH SOM
6111 BROSNAHAM AVE
PENSACOLA FL 32503

TORRES JESUS M
14 E OAKFIELD RD
PENSACOLA FL 32503

BLEVINS PATRICIA M
6112 BROSNAHAM AVE
PENSACOLA FL 32503

SANDLIN RYAN D
4425 MISTY LN
LYNN HAVEN FL 324443415

KLAJDERMAN CLEMIE D NOWLING
LIFE EST
6764 N PALAFOX ST
PENSACOLA FL 32503

SUTTON CONNIE LEE
6119 BROSNAHAM AVE
PENSACOLA FL 32503

TY LOEUTH & RY CHIM
12 E OAKFIELD RD
PENSACOLA FL 32503

CATALANOTTO CHARLES &
5110 W FAIRFIELD DR
PENSACOLA FL 32506

MICHAEL MABIRE CONSTRUCTION
CO INC
PO BOX 30664
PENSACOLA FL 32503

WILLEMS JOSEPH S & ANNA R
6 E PACIFIC ST
PENSACOLA FL 32503

MOYE WILLIAM R SR & ELLA
2160 WINDHAM DR
MOLINO FL 32577-5114

EMMONS FRANKLIN D JR &
ELIZABETH A
4953 ANDREA LN
PACE FL 325712603

SOM CHAN & SOM THAN AN
101 E OAKFIELD RD
PENSACOLA FL 32503

NGUYEN TRUONG PHAM & THOA
6680 N PALAFOX ST
PENSACOLA FL 32503

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA FL 32502

FRATERNAL ORDER OF EAGLES
105 W KENMORE RD
PENSACOLA FL 32503

WALKER LULA ESTATE OF
5496 WALES AVE
PENSACOLA FL 32526

DEAN DONALD T & DARLENE S
PO BOX 588
MILTON FL 32572

VANDENBERG PAUL N & BARBARA A
1724 E JACKSON ST
PENSACOLA FL 32503

FEDERAL NATIONAL MORTGAGE
C/O DAVID J STERN PA
900 S PINE ISLAND RD STE 400
PLANTATION FL 33324

GODWIN ROY S
5465 BONANZA DR
GULF BREEZE FL 32563

OWENS GWENDOLYN J
PO BOX 37112
PENSACOLA FL 325260112

MILLS RICHARD E
406 W SUNSET AVE
PENSACOLA FL 32507

ROBISON PAULINE A
110 KENMORE RD
PENSACOLA FL 32503

BUCKLEY CHARLES R & DEBRA P
5970 REYNOSA DR
PENSACOLA FL 32504

MANN DORIS M &
8 TRAVIS ST
PENSACOLA FL 32503

LISTER DENISE LUCILLE
33903 LEE RD
ROBERTSDALE AL 36567

SUNCOAST DENTAL LAB OF
PENSACOLA INC
6851 N PALAFOX ST
PENSACOLA FL 325037131

BROWN & GOMEZ INC
2254 RESERVATION RD
GULF BREEZE FL 32563

KEARSEY PETER J
232 W OAKFIELD RD
PENSACOLA FL 32503

MERCER CAROLE J
10136 SUGAR CREEK CIR
PENSACOLA FL 32514

SORRELLS JAMES A &
101 TRAVIS ST
PENSACOLA FL 32503

MERCER STEPHEN S &
10136 SUGAR CREEK CIR
PENSACOLA FL 32514

WALKER F W
5496 WALES AVE
PENSACOLA FL 32526

MILLER MARSHALL A & LYNNE C
99 TRAVIS ST
PENSACOLA FL 32503

WALKER FRED W
5496 WALES AVE
PENSACOLA FL 32526

TEMPO HOMES INC
PO BOX 5673
NAVARRE FL 32566

JOHNSON MELISSA V
111 KENMORE RD
PENSACOLA FL 32503

ANTHONY-WEAVER MYRA FAY &
109 KENMORE RD
PENSACOLA FL 32503

CLANCY LYNN
25032 TRAILVIEW TERRACE LAKE
FOREST CA 92630

BAKER JOANNE
13082 MINDANAO WAY # 39
MARINA DEL REY CA 90292

SOTO LUIS & SAMANTHA
437 CALLE EMPALME
SAN CLEMENTE CA 92672

ACOSTA STEPHEN & YVETTE C
2824 RUTGERS AVE
LONG BEACH FL 90815

HEDRICK JEAN &
PO BOX 20053
PENSACOLA FL 32524

HEDRICK JEAN
PO BOX 20053
PENSACOLA FL 32524

ABENDAN MANUEL C & CELLIE T
2340 ARRIVISTE WAY
PENSACOLA FL 32504

YOUNG WILLIAM
3831 3/4 BRESEE AVE
BALDWIN PARK CA 91706

SACRO NORMAN N
931 N SAN GABRIEL AVE
AZUSA CA 91702

BORAM WILLIAM & CECILE M &
PO BOX 20053
PENSACOLA FL 32524

HENDRICK JEAN
PO BOX 20053
PENSACOLA FL 32524

SELLERS KIMBERLY LESLEY &
PO BOX 12565
PENSACOLA FL 32591

SELLERS JAMES M &
PO BOX 12565
PENSACOLA FL 32591

GULF POWER CO
1 ENERGY PLACE
PENSACOLA FL 32520

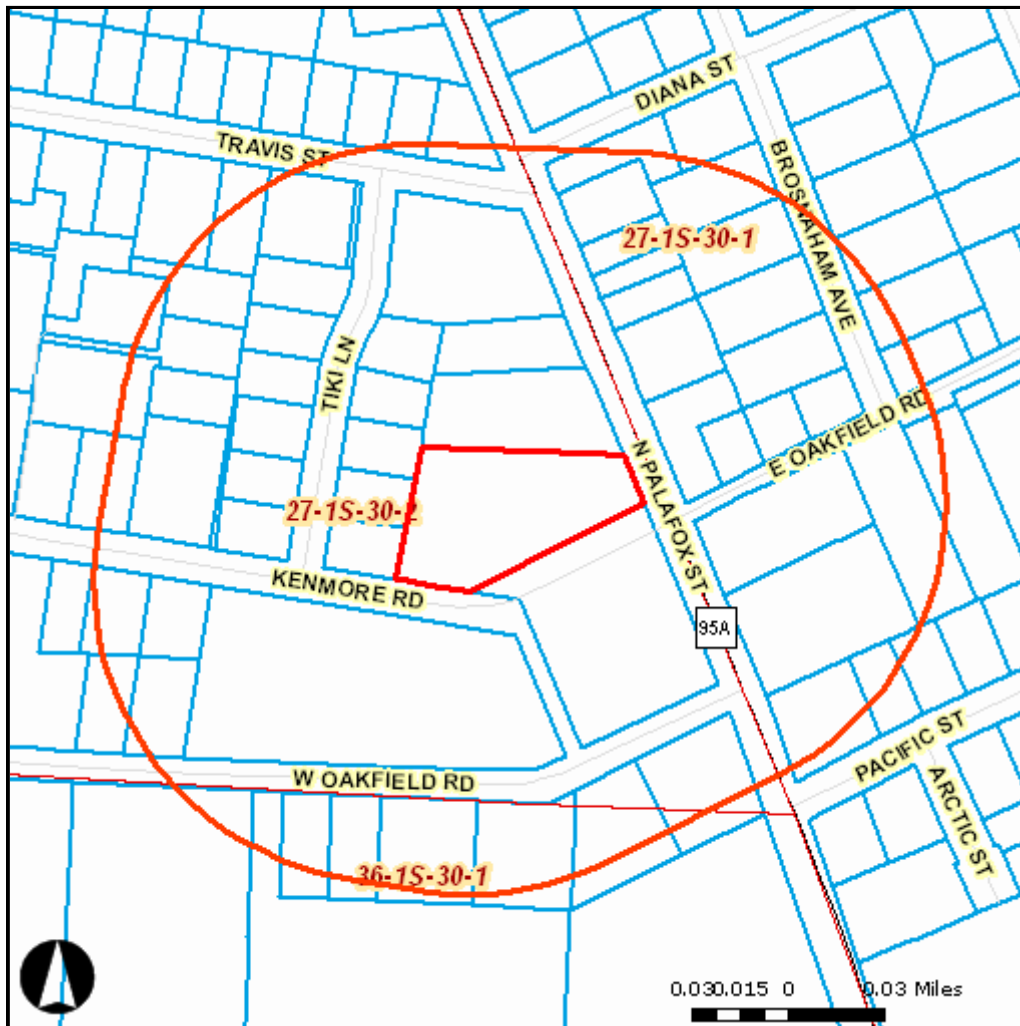
ALLISON CHRISTOPHER D 4/5 &
32836 BROWN LANDING RD
SEMINOLE AL 36574

ACADEMIC ADVANTAGE INC THE
505 JAMES RIVER RD
GULF BREEZE FL 32561

GLYNN W CLARK
930 GERHARDT DR
PENSACOLA FL 32503

500-ft radius mailing list obtained from the Escambia County Property Appraiser website (www.escpa.org)

ECPA Map



Map Grid



Major Roads

- County Road
- InterState
- State Road
- US Highway

All Roads



Property Line



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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Case #: Z-2011-05

Public Hearing Agenda Item/Description:

[X] In Favor [] Against

Rezoning

*Name: GLYNN CLARK

*Address: 930 Gerhardt Dr. *City, State, Zip: Pensacola, FL 32503

Email Address: gwcdesign@bellsouth.net Phone: 334-462-9882

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a legal advertisement in the matter of:

Notice of Public Hearing

Was published in said newspaper in the issue(s) of:

February 18, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me 18th Day of February, 2011, by Anna Hammes who is personally known to me.

Anna Hammes Affiant

[Signature] Notary Public

NOTICE OF PUBLIC HEARING BEFORE THE ESCAMBIA COUNTY PLANNING BOARD

The Escambia County Planning Board, sitting as the Local Planning Agency, will hold a quasi-judicial public hearing at **8:30 a.m., Monday, March 7, 2011 in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida**, to consider the following rezoning request under Part III of the Escambia County Code of Ordinances, the Land Development Code:

Case No.:	Z-2011-03
Location:	207, 209 & 211 Yoakum Ct.
From:	R-6, Neighborhood Commercial and Residential District (cumulative) High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)

Case No.:	Z-2011-04
Location:	831 Trammel Blvd., 1000 Blk. of Trammel Blvd., 825 Diamond Dairy Rd.
From:	R-5, Urban Residential/Limited Office District (cumulative) High Density (20 du/acre)
To:	C-1, Retail Commercial District (cumulative) (25 du/acre)

Case No.:	Z-2011-05
Location:	6751 N Palafox St
From:	R-6, Neighborhood Commercial and Residential District (cumulative) High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)

The Planning Board will make a recommendation on the rezoning request which will be considered by the Board of County Commissioners at a subsequent quasi-judicial public hearing for final decision.

To reserve your right to address the rezoning request at the hearing before the Board of County Commissioners, you must be present and give testimony on the record at the hearing before the Planning Board.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator to the County Administrator at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Bureau at 595-3475 or 3363 West Park Place, Pensacola, FL.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1511199 1T February 18, 2011





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 2.

Growth Management Report

Date: 04/07/2011

Issue: 5:45 p.m. – Public Hearing – Amendment to the Official Zoning Map

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on March 7, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2011-03, Z-2011-04, Z-2011-05 were heard by the Planning Board on March 7, 2011. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Bureau and interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Map Ordinance_Draft

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z-2011-03
Location:	207, 209 & 211 Yoakum Court
Property Reference No.:	46-1S-30-2001-014-022, 46-1S-30-2001-015-022, 46-1S-30-2001-016-022
Property Size:	0.534 (+/-) acres
From:	R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category:	MU-1, Mixed Use-1

Case No.:	Z-2011-04
Location:	825 Diamond Dairy Road, 831 Trammel Blvd, 1000 Trammel Blvd BLK
Property Reference No.:	26-1S-30-2101-000-034, 26-1S-30-2101-001-034, 26-1S-30-2101-003-034
Property Size:	0.63 (+/-) acres

From: R-5, Urban Residential / Limited Office District, (cumulative) High Density (20 du/acre)
To: C-1 Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-1, Mixed Use-1

Case No.: **Z-2011-05**
Location: 6751 N Palafox St
Property Reference No.: 27-1S-30-3101-003-053
Property Size: 1.63 (+/-) acres
From: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category: C, Commercial

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 3.

Growth Management Report

Date: 04/07/2011

Issue: 5:46 p.m.- Public Hearing - LDC Ordinance - Articles 3, 6 & 7 "Outdoor Storage"

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board review an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to define "outdoor sales" and redefine "outdoor storage"; amending Article 6 "Zoning Districts," to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 "Performance Standards" to clarify screening for outdoor storage.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

BACKGROUND:

The Board of County Commissioners (BCC) requested staff to generate an Ordinance to clarify several issues with the County's current outdoor storage and screening of outdoor storage requirements in the LDC. The Planning Board rendered an Interpretation (Interpretation 2010-03) that "equipment and supplies to be assets of that company and would require the adequate screening as set forth in LDC Section 07.01.06.E; however, if items were determined not to be assets of that company then no screening would be required." The Planning Board reviewed a revised Ordinance at its February 7, 2011 meeting and recommended approval by the BCC.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and all staff.

The proposed Ordinance was prepared in cooperation with the Development Services Bureau, the County Attorney's Office and all interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Legal Review approval; Draft Ordinance Draft 4A; PB Summary

Articles 3, 6 & 7 “Outdoor Storage”

LDC Ordinance

Legal Approval

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 3, 6 & 7 'Outdoor Storage' LDC Ordinance Draft 4A

Date: 03/14/2011

Date requested back by: 03/17/2011

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: March 17, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

See my emails from Jan. 21, 2011, Nov. 15, 2010 and Dec 3, 2010.

Brenda J. Spencer

From: Stephen G. West
Sent: Friday, January 21, 2011 4:49 PM
To: David V. Forte
Cc: Brenda J. Spencer
Subject: Outdoor Storage

David:

I've reviewed the outdoor storage ordinance. My previous comments still apply. Several of the Outdoor Storage Classes are so broad or vague that the County will likely restrict conduct that is not intended to be restricted. I think that it would be a good exercise to go through the ordinance, and specifically each storage class, and identify examples of unintended restrictions. For instance, Class 2 would require decorative planters to be buffered. Is the intent to buffer plants that are intended to make the a property more visually appealing? This may help to tighten up some of the category descriptions.

Brenda J. Spencer

From: Stephen G. West
Sent: Friday, December 03, 2010 10:26 AM
To: David V. Forte
Cc: Brenda J. Spencer
Subject: RE: Outside Storage Ordinance

Yes, since it's still at the Planning Board level, I will send the approval subject to my comments.

From: David V. Forte
Sent: Friday, December 03, 2010 9:13 AM
To: Stephen G. West
Subject: RE: Outside Storage Ordinance

Can you send a new signed Legal Approval form with the comments?

David V. Forte, Urban Planner I
Projects & Comprehensive Planning
Development Services Bureau

Escambia County, FL
3363 West Park Place
Pensacola, FL 32505
(850) 595-3475 Office
(850) 595-3481 Fax

Escambia County is striving to maintain a high level of Customer Service and we would love to hear about your experience with us. Please complete the attached customer service survey and fax it to 595-3481.
<http://www.myescambia.com/Bureaus/PublicInformation/Surveys.html>

From: Stephen G. West
Sent: Thursday, December 02, 2010 4:46 PM
To: David V. Forte
Cc: Brenda J. Spencer
Subject: Outside Storage Ordinance

David:
I've reviewed the revised ordinance. I am still concerned that some of the descriptions in the table are too vague or overbroad.

For example, the description in class 2 includes "live plants." I have several large potted plants in my front yard. Would I need to remove or screen these? Or is your intent to limit the screening to live plants that are intended for commercial sale?

I have the same question for "items" in the description for class 4 and "materials or equipment" in the description for class 5. It would probably be better if these could be further qualified (e.g. "intended for wholesale or retail sales," "for use in construction, manufacturing, commercial sales or leases."

In the description for class 3, is it your intent to have all mini-warehouses screened in accordance with the standards or only those with the referenced vehicles?

Brenda J. Spencer

From: Stephen G. West
Sent: Monday, November 15, 2010 3:55 PM
To: David V. Forte
Cc: Brenda J. Spencer
Subject: Outside Storage

David:

I have reviewed the ordinance on outside storage. My recommended changes and comments are as follows:

In the "Whereas" clause, change "screening suitable" to "suitable screening."

In the definition for "Outdoor sales," change "monument" to "monuments."

Motorcycles and motor homes are addressed in both Class 3 and Class 5 outside storage categories. I did not know whether this was intentional.

In the first description in Class 3, change the last portion of the sentence to "a lot or parcel as a dealership for cars, buses, trucks, mobile homes, or large vehicles,"

I had difficulty understanding several of the descriptions in the various outside storage categories. Some are extremely broad and vague. For example, in the sixth description in Class 5, I don't understand the term "open storage yard." Does this include everything that is stored in the open? Does it matter what is stored in the open storage yard? (Perhaps a semi-colon after "stone yards" would help to clarify this description.) Also, just about every type of storage would appear to fit within the seventh description in Class 5.

Please call me if you have questions.

Art. 3, 6 & 7 "Outdoor Storage"

LDC Ordinance

Ordinance Draft 4A

ORDINANCE NUMBER 2011-_____

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 TO REDEFINE "OUTDOOR STORAGE"; AND CREATING A DEFINITION FOR "OUTDOOR SALES"; AMENDING ARTICLE 6 "ZONING DISTRICTS" CREATING SECTION 6.04.18 TO ADD A TABLE FOR OUTDOOR STORAGE CATEGORIES AND DESCRIPTIONS AND A TABLE FOR OUTDOOR STANDARDS; AND AMENDING SECTIONS 6.05.14 AND 6.05.16 TO ESTABLISH THE ZONING DISTRICTS WHERE OUTDOOR SALES ARE PERMITTED; AMENDING ARTICLE 7 "PERFORMANCE STANDARDS" SECTION 7.01.06.E TO CLARIFY SCREENING FOR OUTDOOR STORAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to redefine "outdoor storage," and define "outdoor sales"; and clarify screening for outdoor storage and the types of suitable screening, particularly from the public right-of-way.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Section 3.02, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

3.02.00. Terms defined.

Outdoor sales. The display and sale of products and services located outside of a building or structure, including vehicles, garden supplies, farm equipment, gas, motor oil, mobile homes, burial monuments, building and landscape materials, and similar materials or items.

Outdoor storage. ~~Storage outside the principal or accessory building(s) of a site.~~ Goods, wares, merchandise, commodities, junk, debris or any other item not within the confines of a building on a lot or parcel for a continuous period longer than 72 hours.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.04.18. is hereby created as follows, and Sections 6.05.14. and 6.05.16., are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

DRAFT

1 6.04.18. Outdoor Storage Classes and Standards. In order to determine and regulate
 2 outdoor storage and the proper screening requirements for such storage, the County
 3 hereby establishes the following outdoor/outside storage categories and standards:

4
 5 Table Inset:
 6

Class	Description for Outdoor Storage
<u>Class 1</u>	<ul style="list-style-type: none"> • <u>Construction materials on active construction sites.</u>
<u>Class 2</u>	<ul style="list-style-type: none"> • <u>Live plants not displayed for sale.</u> • <u>Goods incidental to agriculture or the provision of agricultural services.</u>
<u>Class 3</u>	<ul style="list-style-type: none"> • <u>Vehicles, including recreational, trailers, construction, and watercraft, at dealerships or a mini-warehouse.</u> • <u>Retail funerary sales.</u>
<u>Class 4</u>	<ul style="list-style-type: none"> • <u>Items outdoors during business hours.</u>
<u>Class 5</u>	<ul style="list-style-type: none"> • <u>Vehicles including recreational, trailers, construction, and watercraft excluding vehicles located at residences.</u> • <u>Hazardous or toxic substances</u> • <u>The storage, sale, dismantling, or other processing of used or waste goods or materials that are not intended for reuse in their original forms.</u> • <u>Materials or equipment.</u> • <u>Storage of vehicles or equipment for maintenance, repair, or servicing.</u> • <u>Raw or finished materials incidental to manufacture, processing, fabrication, assembly, treatment, and packaging of products.</u> • <u>The storage incidental to offices or administrative, clerical, or public contact services, together with incidental storage and maintenance of necessary vehicles.</u>

7

(A) Standard	(B) Class 1	(C) Class 2	(D) Class 3	(E) Class 4	(F) Class 5
<u>Yard or driveway.</u>	<input checked="" type="checkbox"/>				
<u>Rear yard unless the area is screened in accordance with LDC Section 7.01.06.E.</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Standard A-2 buffer is required where abutting any residential district.</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Screened in accordance with LDC Section 7.01.06.E.</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

8

1 6.05.14. C-1 retail commercial district (cumulative).

2

3 C. Conditional uses.

4

5 13. Outdoor sales; however, garden shops or nurseries displaying plants,
6 shrubs, trees, etc., outdoors adjacent to the garden shop or nursery are a permitted
7 use.

8

9 6.05.16. C-2 General commercial and light manufacturing district (cumulative).

10

11 B. Permitted uses.

12

13 24. Outdoor sales.

14

15 24. 25. Other uses similar to those permitted herein. Determination on other
16 permitted uses shall be made by the planning board (LPA).

17

18 **Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development
19 Code of Escambia County, Article 7, Section 7.01.06.E, is hereby amended as follows
20 (words underlined are additions and words ~~stricken~~ are deletions):

21

22 E. Screening of outdoor storage. Outdoor storage, as defined in Article 3 of this Code,
23 ~~of equipment and supplies~~ shall be screened from the public right-of-way and adjacent
24 properties by a six-foot opaque fence or wall. In the case of the view from the public
25 right-of-way, ~~this fence~~ or wall shall be supplemented by landscaping in accordance
26 with Standard A-2. Fencing or walls may be constructed of wood, vinyl, masonry, stone,
27 or any like material.

28

29 **Section 4. Severability.**

30

31 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
32 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
33 affect the validity of the remaining portions of this Ordinance.

34

35 **Section 5. Inclusion in Code.**

36

37 It is the intention of the Board of County Commissioners that the provisions of this
38 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
39 subsections and other provisions of this Ordinance may be renumbered or re-lettered
40 and the word "ordinance" may be changed to "section," "article," or such other
41 appropriate word or phrase in order to accomplish such intentions.

42

43 **INTENTIONALLY LEFT BLANK**

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Section 6. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2011.

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

By: _____
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

H:\DEV SRVCS\PRO-000 Projects\LDC Ordinances\Art. 3, 6 & 7 Outdoor Storage\PB 04-07-11\Ordinance Draft 4A.doc

Articles 3, 6 & 7 "Outdoor Storage"

LDC Ordinance

PB Summary Minutes

**SUMMARY OF THE
ESCAMBIA COUNTY PLANNING BOARD
HELD ON FEBRUARY 7, 2011
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, FIRST FLOOR
PENSACOLA, FLORIDA**

(8:32 A.M. – 12:41 P.M.)

MEMBERS PRESENT: Wayne Briske, Chairman
Tim Tate, Vice Chair
Steven Barry (arrived at 8:35 a.m.)
Dorothy Davis
Vann Goodloe
Karen Sindel
Alvin Wingate
Stephanie Oram, Navy Representative (non-voting)

MEMBERS ABSENT: Patty Hightower, School Board Representative (non-voting)

STAFF PRESENT: Stephen West, Assistant County Attorney
Ryan Ross, Assistant County Attorney
T. Lloyd Kerr, Bureau Chief, Development Services
Horace Jones, Division Manager, Development Review
Andrew Holmer, Senior Planner, Development Review
Allyson Cain, Planner II, Development Review
David Forte, Planner I, Projects & Comprehensive Planning
Lynette Harris, Urban Planner I, Projects & Comprehensive Planning
Karen Spitsbergen, Board Clerk, Development Review

8:32 AM Quasi-Judicial Meeting Convened

1. The meeting was called to order at 8:32 a.m. with 7 voting members present.
2. Invocation and pledge was given by Wingate.
3. Proof of Publication was given by the Board Clerk.
4. Rezoning Public Hearings

A. Case No.:	Z-2011-02
Location:	5890 Hwy 99 (05-3N-32-1310-000-000)
From:	VAG-1, Villages Agriculture District (5 du/100 acres on one acre parcels)
To:	VAG-2, Villages Agriculture District (1 du/ 5 acres)
Requested by:	Michael E. Black, Owner

Speakers: Michael E Black, Owner
David Forte
Howard D. Maines

Motion was made by Barry to accept staff's findings of fact for criterion 2, 4, and 5 and amended staff's criterion 1 to reflect consistency with CPP 7.A.4.3 states "higher densities will be discouraged" and cannot be intended as a basis for denial of this rezoning; criterion 3 surrounding uses are compatible with the requested zoning; and criterion 6 would result in a logical and orderly development pattern; and recommend approval of the VAG-2 request, seconded by Tate and passed unanimously (7-0).

9:30 AM Quasi-Judicial Meeting Adjourned

9:35 AM JLUS IOC Meeting Convened

1. The meeting was called to order at 9:35 a.m.
2. Stephanie Oram, Navy Representative gave a brief synopsis of the upcoming revisions to the AICUZ zones. There will be some changes to the noise contours and the AIPD zones. The Wind turbine ordinance will have no impact on the mission of the Navy at this time; however, should in the future a wind farm be suggested there may be some comments from the Navy depending on the location of the farm.

9:40 AM JLUS IOC Meeting Adjourned

9:41 AM Regular Meeting Convened

1. The meeting was called to order at 9:41 a.m. with 7 voting members present.
2. Proof of publication was given by the Board Clerk.
3. Board Minutes
 - A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Summary Minutes of the January 19, 2011 Planning Board Meeting.
Motion was made by Davis to approve the meeting minutes, seconded by Barry and passed unanimously (7-0).
 - B. Planning Board Monthly Action Follow-up Report for February 2011.
 - C. Planning Board 6-Month Outlook for February 2011.
4. Public Hearings
 - A. **LDC Ordinance – Article 3, 6 & 9 "Single Family Living";** presented by T. Lloyd Kerr, Bureau Chief, Development Services

RECOMMENDATION:

That the Planning Board review and recommend approval to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to amend the definition of "dwelling, single-family" and define "family"; amending Article 6 "Zoning Districts," creating Section 6.04.18 to restrict occupancies in designated residential zoning districts to single family units; amending Article 9 "Nonconforming Uses and Noncomplying Structures", creating Section 9.08.00.

Speakers:

Elisabeth Barber	Dorothy Dubuisson
Alexis Bolin	Jim Hunt
Steve Warner	Dave Thomas
Eva Peterson	Steve Littlejohn
Commissioner Robertson	

After public input and discussion, the Board adopted the ordinance with the following changes to Draft 3B of the ordinance:

- 1. Changing the language on page 2, line 9 through 10, to read "In all single family zoning districts,"**
- 2. Strike the language at the end of line 12 and 13 and end the paragraph as "that is arranged, intended or designed for one family."**
- 3. Include on lines 24 and 26, "whether or not" where specified.**
- 4. Strike Section 2 Item C related to temporary guests from the ordinance.**
- 5. Include the definition of "fraternity/sorority house" to say see "family."**
- 5. Section 3: to be consistent with the definition of single family dwelling throughout the ordinance.**
- 6. Section 4: strike all proposed language and insert language "The provisions of this Article shall not apply to any nonconforming uses in violation of Section 6.04.18. Such uses shall cease as of the effective date of the ordinance establishing 6.04.18. Nothing in this section shall impair or terminate any lawful contract or lease in existence prior to the effective date of the ordinance establishing Section 6.04.18."**

Motion was made by Tate to approve with the changes mentioned to the ordinance and forward to the BCC, seconded by Barry and passed (6-1) with Sindel opposed.

- B. LDC Ordinance – Articles 3, 6 & 7 “Outdoor Storage & Outdoor Screening”:** presented by T. Lloyd Kerr, Bureau Chief, Development Services

RECOMMENDATION:

That the Planning Board review and recommend approval to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to define “outdoor sales” and redefine “outdoor storage”; amending Article 6 “Zoning Districts,” to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 “Performance Standards” to clarify screening for outdoor storage.

Motion was made by Tate to recommend approval of the ordinance and forward to the BCC, seconded by Goodloe, and passed unanimously (7-0).

5. Action/Discussion/Info Reports

- A. Discussion Item – Proposed LDC Ordinance – Storage of Hazardous Material in Industrial Zoning Districts**

Board recommended staff to get clear direction regarding this issue from the BCC.

- B. Discussion Item – Planning Board Mission, Assignments & Projects for FY 2010/11**

No Action taken

- C. Information Report – CPA – EAR Based Amendments - Remedial Amendments: Revisions made to Ordinance No. 2010-16**

Staff informed Board about Notice of Intent issued February 7, 2011 from DCA.

6. Bureau Chief’s Report

No report.

7. County Attorney’s Report

No report.

8. Announcements/Communications

No announcement/communications made.

9. Scheduling of Future Meetings

- A. The next Regular Planning Board meeting is scheduled for **Monday, March 7, 2011** at 8:30 a.m., in the Escambia County Central Office Complex, Board Meeting Room, Room 104, 3363 West Park Place, Pensacola, Florida.

10. Adjournment

12:41 PM – Regular Board Meeting Adjourned



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Public Hearing Item #: 4.

Growth Management Report

Date: 04/07/2011

Issue: 5:47 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 review, adopt, modify, overturn, or remand back to the Planning Board, an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to amend the definition of "dwelling, single-family" and defining "family" and "fraternity/sorority house"; amending Article 6 "Zoning Districts," creating Section 6.04.18 to restrict occupancies in designated residential zoning districts to families; amending Article 9 "Nonconforming Uses and Noncomplying Structures", creating Section 9.08.00 to terminate nonconforming uses in violation of this Ordinance.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

BACKGROUND:

The Board of County Commissioners has established certain lower density residential zoning districts that are intended to promote single-family occupancies. However, in many instances, the owners of parcels within these zoning districts rent, lease, or otherwise permit occupancies greater than single family units. These occupancies may include multiple unrelated individuals in the same single-family dwelling, such as unsanctioned "frat houses" and unregulated boarding houses. Such occupancies frequently result in greater noise, congestion, motor vehicle traffic, and otherwise disturb the peace and quiet enjoyed by families residing in lower density residential zoning districts. To combat this problem, the Board of County Commissioners has requested an ordinance limiting occupancies of single-family dwellings to single family units in designated residential zoning districts.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Bureau, the County Attorney's Office and all interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Legal Approval;Ordinance Draft 5A;Ordinance(clean Copy)

Article 3.6 & 9 "Single Family Living"

LDC Ordinance

Legal Review

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 3, 6 & 9 "Single Family Living" LDC Ordinance Draft 5A

Date: 03/07/11

Date requested back by: 03/14/11

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Asst. County Attorney

Date Received: 3/7/11

XXX Approved as to form and legal sufficiency.

 Not approved.

 Make subject to legal signoff.

Additional comments:

Please correct page 1, line 12 by deleting the word "UNITS" in the title.

Art. 3, 6 & 9 "Single Family Living"

LDC Ordinance

Ordinance Draft 5A

ORDINANCE NUMBER 2011-_____

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; PROVIDING FOR LEGISLATIVE FINDINGS; AMENDING ARTICLE 3, SECTION 3.02.00, TO AMEND THE DEFINITION OF “DWELLING, SINGLE-FAMILY” AND DEFINING “FAMILY” AND “FRATERNITY/SORORITY HOUSE”; CREATING ARTICLE 6, SECTION 6.04.18, TO RESTRICT OCCUPANCIES IN DESIGNATED RESIDENTIAL ZONING DISTRICTS TO FAMILIES; UNITS; CREATING ARTICLE 9, SECTION 9.08.00, TO TERMINATE NONCONFORMING USES IN VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its land development code, the Escambia County Board of County Commissioners has designated zoning districts and established lists of permitted, conditional, and prohibited uses consistent with the intent and purpose of each zoning district; and

WHEREAS, the Board of County Commissioners has established certain lower density residential zoning districts that are intended to promote single-family occupancies; and

WHEREAS, in many instances, the owners of parcels within these zoning districts rent, lease, or otherwise permit occupancies greater than single family units; and

WHEREAS, these occupancies may include multiple unrelated individuals in the same single-family dwelling; and

WHEREAS, the Board of County Commissioners finds that such occupancies frequently result in greater noise, congestion, motor vehicle traffic, and otherwise disturb the peace and quiet enjoyed by families residing in lower density residential zoning districts; and

WHEREAS, the Board of County Commissioners accordingly finds that limiting occupancies to single families in lower density residential zoning districts advances the public health, safety, and welfare.

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

1 **Section 1.** Legislative findings.

2
3 The aforementioned recitals are hereby incorporated into this ordinance as legislative
4 findings rendered by the Board of County Commissioners in support of this ordinance.

5
6 **Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development
7 Code of Escambia County, Article 3, Section 3.02.00, is hereby amended as follows:

8
9 *Dwelling, Single-family.* A detached building designed as a single dwelling unit. In all
10 primarily single-family zoning districts as designated by Section 6.01.00 (R-1, R-2, R-3,
11 V-1, V-2, V-2A, and V-3), and also in the R-4 and R-5 zoning districts, this shall mean a
12 single detached residential building consisting of one dwelling unit that is arranged,
13 intended, or designed for one family.”

14
15 *Family.* One person, or a group of two or more persons living together occupying the
16 whole or part of a single-family dwelling as a single housekeeping unit; however,
17 “family” shall not include the following:

18
19 A. Any group of five (5) or more persons who are each not related by blood, marriage
20 or adoption, guardianship, or other duly authorized custodial relationship, unless such
21 group is operating as a group home or community residential home as defined by this
22 code or is otherwise protected by the Fair Housing Act.

23
24 B. A fraternity, sorority, or other association, club, or team consisting of students
25 affiliated with a social, honorary, or professional organization, whether or not recognized
26 by a college or university, including occupancies of off-campus single-family dwellings,
27 whether or not formally regulated by the college or university. Evidence of such
28 occupancies may include, but is not limited to, conspicuous display of group insignias or
29 logos, recurring meetings, and parties or other social events. Nothing in this section
30 shall be deemed to impose liability for any college or university for violations of this
31 section unless the college or university owns, possesses, or otherwise controls the
32 property being used as a single-family dwelling.

33
34 C. Any group of individuals who are in a group living arrangement as a result of criminal
35 offenses, unless otherwise required by state or federal law.

36
37 *Fraternity/sorority house.* See “Family.”

38
39 **Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development
40 Code of Escambia County, Article 6, Section 6.04.18., is hereby created to read as
41 follows:

42
43 6.04.18. *Single-family dwellings.* In all primarily single-family zoning districts as
44 designated by Section 6.01.00 (R-1, R-2, R-3, V-1, V-2, V-2A, and V-3), and also in the
45 R-4 and R-5 zoning districts, but exclusive of those zoning districts established under

1 Article 13 of the land development code, the occupancy of single-family dwellings is
2 limited to one family as defined under Section 3.02.00 of this code. However, nothing in
3 this section shall be construed to limit or restrict any occupancy otherwise authorized or
4 licensed by state or federal law.”

5
6 **Section 4.** Part III of the Escambia County Code of Ordinances, the Land Development
7 Code of Escambia County, Article 9, Section 9.08.00, is hereby created to read as
8 follows:
9

10 **Section 9.08.00. Non-single-family occupancies in single-family dwellings.**

11
12 A. The provisions of this Article shall not apply to any nonconforming uses in
13 violation of Section 6.04.18. Such uses shall cease as of the effective date of
14 the ordinance establishing 6.04.18.

15
16 B. Notwithstanding subsection A., nothing in this section shall impair or
17 terminate any lawful contract or lease in existence prior to the effective date of
18 the ordinance establishing Section 6.04.18. Provided, further, that no contract or
19 lease may be extended or renewed for any additional period or term after this
20 effective date if the extended or renewed use would violate Section 6.04.18.

21
22
23 **Section 5. Severability.**

24
25 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
26 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
27 affect the validity of the remaining portions of this Ordinance.
28

29 **Section 6. Inclusion in Code.**

30
31 It is the intention of the Board of County Commissioners that the provisions of this
32 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
33 subsections and other provisions of this Ordinance may be renumbered or relettered
34 and the word “ordinance” may be changed to “section,” “article,” or such other
35 appropriate word or phrase in order to accomplish such intentions.
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Section 7. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2011.

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

By: _____
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Art. 3, 6 & 9 "Single Family Living"

LDC Ordinance

Ordinance (clean copy)

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; PROVIDING FOR LEGISLATIVE FINDINGS; AMENDING ARTICLE 3, SECTION 3.02.00, TO AMEND THE DEFINITION OF “DWELLING, SINGLE-FAMILY” AND DEFINING “FAMILY” AND “FRATERNITY/SORORITY HOUSE”; CREATING ARTICLE 6, SECTION 6.04.18, TO RESTRICT OCCUPANCIES IN DESIGNATED RESIDENTIAL ZONING DISTRICTS TO FAMILIES; UNITS; CREATING ARTICLE 9, SECTION 9.08.00, TO TERMINATE NONCONFORMING USES IN VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its land development code, the Escambia County Board of County Commissioners has designated zoning districts and established lists of permitted, conditional, and prohibited uses consistent with the intent and purpose of each zoning district; and

WHEREAS, the Board of County Commissioners has established certain lower density residential zoning districts that are intended to promote single-family occupancies; and

WHEREAS, in many instances, the owners of parcels within these zoning districts rent, lease, or otherwise permit occupancies greater than single family units; and

WHEREAS, these occupancies may include multiple unrelated individuals in the same single-family dwelling; and

WHEREAS, the Board of County Commissioners finds that such occupancies frequently result in greater noise, congestion, motor vehicle traffic, and otherwise disturb the peace and quiet enjoyed by families residing in lower density residential zoning districts; and

WHEREAS, the Board of County Commissioners accordingly finds that limiting occupancies to single families in lower density residential zoning districts advances the public health, safety, and welfare.

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

Section 1. Legislative findings.

The aforementioned recitals are hereby incorporated into this ordinance as legislative findings rendered by the Board of County Commissioners in support of this ordinance.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Section 3.02.00, is hereby amended as follows:

Dwelling, Single-family. A detached building designed as a single dwelling unit. In all primarily single-family zoning districts as designated by Section 6.01.00 (R-1, R-2, R-3, V-1, V-2, V-2A, and V-3), and also in the R-4 and R-5 zoning districts, this shall mean a single detached residential building consisting of one dwelling unit that is arranged, intended, or designed for one family.”

Family. One person, or a group of two or more persons living together occupying the whole or part of a single-family dwelling as a single housekeeping unit; however, “family” shall not include the following:

A. Any group of five (5) or more persons who are each not related by blood, marriage or adoption, guardianship, or other duly authorized custodial relationship, unless such group is operating as a group home or community residential home as defined by this code or is otherwise protected by the Fair Housing Act.

B. A fraternity, sorority, or other association, club, or team consisting of students affiliated with a social, honorary, or professional organization, whether or not recognized by a college or university, including occupancies of off-campus single-family dwellings, whether or not formally regulated by the college or university. Evidence of such occupancies may include, but is not limited to, conspicuous display of group insignias or logos, recurring meetings, and parties or other social events. Nothing in this section shall be deemed to impose liability for any college or university for violations of this section unless the college or university owns, possesses, or otherwise controls the property being used as a single-family dwelling.

C. Any group of individuals who are in a group living arrangement as a result of criminal offenses, unless otherwise required by state or federal law.

Fraternity/sorority house. See “Family.”

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.04.18., is hereby created to read as follows:

6.04.18. Single-family dwellings. In all primarily single-family zoning districts as designated by Section 6.01.00 (R-1, R-2, R-3, V-1, V-2, V-2A, and V-3), and also in the R-4 and R-5 zoning districts, but exclusive of those zoning districts established under Article 13 of the land development code, the occupancy of single-family dwellings is limited to one family as defined under Section 3.02.00 of this code. However, nothing in

this section shall be construed to limit or restrict any occupancy otherwise authorized or licensed by state or federal law.”

Section 4. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 9, Section 9.08.00, is hereby created to read as follows:

Section 9.08.00. Non-single-family occupancies in single-family dwellings.

A. The provisions of this Article shall not apply to any nonconforming uses in violation of Section 6.04.18. Such uses shall cease as of the effective date of the ordinance establishing 6.04.18.

B. Notwithstanding subsection A., nothing in this section shall impair or terminate any lawful contract or lease in existence prior to the effective date of the ordinance establishing Section 6.04.18. Provided, further, that no contract or lease may be extended or renewed for any additional period or term after this effective date if the extended or renewed use would violate Section 6.04.18.

Section 5. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

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Section 7. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2011.

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

By: _____
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Consent Item #: 1.

Growth Management Report

Date: 04/07/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

That the Board authorize the scheduling of the following Public Hearing(s):

Thursday, May 5, 2011

1. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board April 11, 2011.

Case No.: Z-2011-06

Location: 1836 E. Olive Rd, 1832 E. Olive Rd, 8240 Whitmire Dr, 1716 E. Olive Rd and two properties along Whitmire Drive
Property Reference No.: 18-1S-30-3304-000-000, 18-1S-30-3305-000-000, 18-1S-30-3204-000-001, 18-1S-30-3204-000-002, 18-1S-30-3304-000-001, 18-1S-30-3309-000-004
Property Size: 52.90(+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 5
Requested by: Bobby B. Price, Agent for Olive Baptist Church and Ministry Village at Olive, Inc., Owners

Case No.: Z-2011-07

Location: 30 Block & 35 Mason Lane
Property Reference No.: Portions of 47-1S-30-1101-030-004 and 47-1S-30-1101-008-001
Property Size: 3.56(+/-) acres
From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre) & C-1, Retail Commercial District (cumulative) (25 du/acre)
To: ID-CP, Commerce Park District (cumulative) (no residential uses allowed)
FLU Category: MU-U, Mixed Use Urban

Area/Overlay: Palafox Community Redevelopment Area & Brownfield Overlay
Commissioner District 3
Requested by: Wiley C. "Buddy" Page, Agent for
Mabel M. Kirkland, Life Estate; Darron and Cynthia Cunningham, Owners

2. 5:46 p.m. - A Public Hearing - LDC Ordinance - Articles 3, 6 & 7 "Outside Storage"

COUNTY ADMINISTRATOR'S REPORT
April 7, 2011

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Scheduling and Advertising the First of Two Public Hearings Designating the Five Community Redevelopment Areas as Brownfield Areas - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve scheduling and advertising the first of two public hearings on April 21, 2011, at 5:31 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas within Escambia County, for the purpose of economic development and environmental rehabilitation; authorizing the Community Redevelopment Agency Division Manager to notify the Department of Environmental Protection of said designation; and providing for an effective date.

2. Recommendation Concerning Renewal of Sovereignty Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Easement No. 00158 (3994-17), for Bayou Chico at "W" Street Sediment Catchment Basin - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Sovereignty Submerged Lands Easement Renewal for Bayou Chico at "W" Street , Easement No. 00158 (3994-17):

A. Approve accepting the Sovereignty Submerged Lands Easement Renewal, Easement No. 00158 (3994-17), from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the subaqueous utility water management structure (sediment catchment basin) in Bayou Chico, with an effective date of April 30, 2010, through April 30, 2060; and

B. Authorize the Chairman to sign the Easement Renewal and any subsequent documents pertaining to this specific Easement Renewal, pending legal review and approval, without further action of the Board.

3. Recommendation Concerning Community Center License and Management Agreement with West Escambia Senior Citizen Organization, Inc. - Marilyn Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and West Escambia Senior Citizen Organization, Inc., for the Felix Miga Senior Citizen Center (Community Center), with an effective date of February 21, 2011.

4. Recommendation Concerning Community Center License and Management Agreement with Byrneville Community Center, Inc. - Marilyn Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and Byrneville Community Center, Inc., for the Byrneville Community Center, with an effective date of October 8, 2010.

5. Recommendation Concerning Requests for Disposition of Property for the Public Works Bureau - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the nine Requests for Disposition of Property Forms, indicating twenty-one items, all of which are described and listed on the Requests, with reasons for disposition stated for each. The items are to be auctioned as surplus, traded to another Cost Center, or disposed of properly.

All surplus property listed on the Requests for Disposition of Property have been checked and declared either surplus to be auctioned, surplus to be traded to another Cost Center, or surplus to be disposed of properly. The Requests have been signed by all applicable authorities, including Division Manager, Bureau Chief, County Administrator, and, if applicable, an Information Technology Technician.

6. Recommendation Concerning Michigan Avenue and Saufley Field Road Sidewalk Enhancement Application – Larry Newsom, Assistant County Administrator

That the Board take the following action regarding Michigan Avenue and Saufley Field Road Pedestrian Sidewalks:

A. Approve re-submittal of an Application for Transportation Enhancement Projects for pedestrian sidewalks from Denver Avenue to N.A.S. Saufley Field, on Michigan Avenue and Saufley Field Road (State Road 296 and County Road 296) for a total of 1.87 miles;

B. Adopt a Resolution in support of an Application for Transportation Enhancement Projects for pedestrian sidewalks on Michigan Avenue and Saufley Field Road; and

C. Authorize the Chairman to sign the Resolution.

7. Recommendation Concerning Request for Disposition of Property for Transportation and Traffic Division - Larry Newsom, Assistant County Administrator

That the Board approve the Request for Disposition of Property for the Transportation and Traffic Division for property which is no longer in service, has been damaged beyond repair and/or is obsolete and requires proper disposal, which is described and listed on the Disposition Form with Bureau and reason stated.

8. Recommendation Concerning Authorization to Accept and Chairperson to Execute a Previously-Recorded Warranty Deed - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action to convey real property located at Airport Boulevard and Hedge Road to Escambia County:

A. Accept and approve for recording a Warranty Deed previously recorded in Official Records Book 4949, at Page 605, for real property located at Airport Boulevard and Hedge Road, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002; and

B. Authorize the Chairperson to execute the Deed as of the day of delivery and to acknowledge the Board's acceptance at that time.

9. Recommendation Concerning Out-of-County Travel Authorization - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board authorize out-of-County travel for any member of the Commission wishing to participate in the Northwest Florida Defense Coalition Meeting, with representatives of the Pentagon and Congressional Delegation in Washington, D.C., on May 10-11, 2011.

10. Recommendation Concerning Reappointment to the Escambia County Planning Board - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve reappointing Steven Barry to fill the at-large position on the Escambia County Planning Board for a two-year term, effective April 16, 2011, through April 15, 2013.

11. Recommendation Concerning Reappointment to the Escambia County Board of Adjustment - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve reappointing David Karasek to fill the at-large position on the Escambia County Board of Adjustment for a two-year term, effective April 16, 2011, through April 15, 2013.

12. Recommendation Concerning the Requests for Disposition of Property for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Human Resources Department for property which is described and listed on the Disposition Forms, with Department and reason for disposition stated.

13. Recommendation Concerning Multiple-Licensed Inspectors for the Building Inspections Division - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning State-licensed building inspectors:

- A. Reduce the number of residential building inspection trips from 22 to 8 over the next 18 months by using multiple-licensed inspectors and adjusting compensation for inspectors as additional licenses are obtained;
- B. Review and adopt a multiple-license incentive for each single-State license position within the Building Inspections Division;
- C. Review and adopt an initial adjustment of the current starting salary of 5% for each single State-licensed position within the Building Inspections Division, bringing starting wages into a comparable range with other jurisdictions;
- D. Compensate single State-licensed individuals an additional 5% of their current salary for each additional field inspection category license currently held or as acquired from the State of Florida, Department of Business Professional Regulations, to a maximum salary increase of 10%;
- E. Compensate single State-licensed individuals an additional 15% of their current salary for a 1&2 Family Dwelling State Field Inspection License currently held or as acquired from the State of Florida, Department of Business Professional Regulations;
- F. Compensate State-licensed individuals an additional 5% of their salary for each plan review category license currently held or as acquired from the State of Florida, Department of Business Professional Regulations. These inspectors would be required to use their State license in those categories;
- G. Maximum salary increase for any inspector for multiple licenses is 15%; and
- H. Eliminate one Building Inspection position.

[Funding Source: Fund 406, Building Inspections Fund, Cost Centers 250107, 250108, 250109, 250116]

14. Recommendation Concerning Resolution Supporting the Department of Environmental Protection's Conveyance of Real Property (Remediated Escambia Wood Treating Company Site) to the City of Pensacola - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board adopt the Resolution supporting the conveyance of real property (Remediated Escambia Wood Treating Company Site) to the City of Pensacola from the Florida Department of Environmental Protection for redevelopment that will enhance the City's tax base using City resources; providing, however, that the City's redevelopment plan for the Property preserves the current tax increment financing for the Palafox Redevelopment Area. The County will provide resources and support at cost; however, no other resources of the County shall be provided.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning 2010/2011 Letter of Agreement with the Agency for Health Care Administration (AHCA) - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the 2010/2011 Letter of Agreement between Escambia County and AHCA, in the amount of \$1,828,482, to allow local government dollars to be used to "buy back" Medicaid reimbursement reductions on behalf of Sacred Heart Hospital.

2. Recommendation Concerning Interfund Loans - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning an Interfund Loan:

A. Extend the interfund loan from the Local Option Sales Tax Fund II (351) to the Disaster Recovery Fund (112), in the amount of \$17,252,149, until September 30, 2012, to allow the final closeout of Project Worksheets associated with Hurricanes Ivan and Dennis.

B. Approve forgiving interest payments on this interfund loan; and

C. Approve the write-off of the remaining 2001 interfund loan between the Internal Service Fund (501) and the Economic Development Fund (102), in the amount of \$554,479.

3. Recommendation Concerning Amending the Santa Rosa Island Authority's Fiscal Year 2011 Budget - Amy Lovoy, Management & Budget Services Department Director

That the Board approve amending the Santa Rosa Island Authority's Fiscal Year 2011 Budget, to recognize disaster-related reimbursements from FEMA (Federal Emergency Management Agency) in the amount of \$150,000, and to appropriate these funds for additional trolley operational costs.

4. Recommendation Concerning Supplemental Budget Amendment #137 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #137, Mass Transit Fund (104) in the amount of \$105,500, to recognize proceeds from the Florida/Alabama Transportation Planning Organization (TPO), which is a pass-through from the Federal Transit Administration, and to appropriate these funds to be used for Federal Transit Administration Job Access and Reverse Commute (JARC) Program and New Freedom Program being administered by Escambia County Area Transit System (ECAT).

5. Recommendation Concerning Supplemental Budget Amendment #145 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #145, Other Grants and Projects Fund (110) in the amount of (\$5,206), to recognize a decrease in the Federal Elections Activity Grant Funds and appropriate the adjustment accordingly.

6. Recommendation Concerning Supplemental Budget Amendment #151 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #151, General Fund (001) in the amount of \$8,103, to recognize an insurance reimbursement for equipment damage and repairs at the Judicial Center and Ordons/Old Courthouse Building, and to appropriate these funds back to where the equipment was purchased.

7. Recommendation Concerning Supplemental Budget Amendment #153 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #153, Other Grants and Projects Fund (110) in the amount of \$550,000, to recognize Local Agency Program Agreement funds from the Florida Department of Transportation, and to appropriate these funds for construction of paved shoulders on 2nd Street, between Interbay Avenue and Barrancas Avenue.

8. Recommendation Concerning Supplemental Budget Amendment #154 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #154, General Fund (001) in the amount of \$38,531, to recognize insurance proceeds from a third party found at fault in auto accidents, and to appropriate these funds for the Sheriff's operational activities in Escambia County.

9. Recommendation Concerning Authorization to Foreclose Real Property Located at 5630 West Jackson Street - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2007 Code Enforcement Lien, in the amount of \$17,788.50, recorded in Official Records Book 6161, at Page 1909, of the Public Records of Escambia County, Florida, on real property located at 5630 West Jackson Street, Account Number 07-2971-000, Reference Number 35-2S-30-6003-000-000; the current assessed value is \$83,752.

10. Recommendation Concerning Conveyance of Real Property Located at 3106 West Blount Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

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 3106 West Blount Street, Account Number 06-3514-000, Reference Number 33-2S-30-1000-008-022;

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

C. Approve the sale price of \$8,962.85 for the 3106 West Blount Street property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. 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

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

11. Recommendation Concerning Conveyance of Real Property Located at 806 Colbert Avenue to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

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 806 Colbert Avenue, Account Number 10-0721-400, Reference Number 35-2S-31-1000-009-096;

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

C. Approve the sale price of \$6,557.93 for the 806 Colbert Avenue property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. 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

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

12. Recommendation Concerning Conveyance of Real Property Located at 3005 West Gonzalez Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

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 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002;

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

C. Approve the sale price of \$7,572.61 for the 3005 West Gonzalez Street property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. 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

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

13. Recommendation Concerning Authorization to Foreclose Real Property Located at 2300 Gulf Beach Highway - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2007 Code Enforcement Lien, in the amount of \$28,893.50, recorded in Official Records Book 6100, at Page 295, of the Public Records of Escambia County, Florida, on real property located at 2300 Gulf Beach Highway, Account Number 10-0632-000, Reference Number 35-2S-31-1000-013-079; the current assessed value is \$43,451.

14. Recommendation Concerning Authorization to Foreclose Real Property Located at 920 North 63rd Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2006 Code Enforcement Lien, in the amount of \$158,041, recorded in Official Records Book 5992, at Page 1782, of the Public Records of Escambia County, Florida, on real property located at 920 North 63rd Avenue, Account Number 07-2710-000, Reference Number 35-2S-30-4201-007-001; the current assessed value is \$9,448.

15. Recommendation Concerning the Escambia County Road Prison Geothermal Heat Pump System - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract for the Escambia County Road Prison Geothermal Heat Pump System, PD 10-11.014, to Energy Systems A/C Contractors, Inc., Base Bid with deductive Alternates 1, 2 and 4, in the amount of \$414,771.

[Funding: Fund 175, Transportation Trust, Cost Center 290203, Facility Operations, Object Code 56201, Buildings, \$80,338. Fund 110, Other Grants and Projects, Cost Center 290207, Road Prison Thermal, Object Code 56201, Buildings, \$334,433]

16. Recommendation Concerning Purchase of Caterpillar Motor Graders - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida term Contract #760-000-10-1, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for four Caterpillar Motor Graders, Model 140M, PD 10-11.032, to Thompson Tractor Company, Inc., in the amount of \$879,920.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

17. Recommendation Concerning Arthur Brown Road-Untreiner Avenue Group Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract for PD 10-11.025, Arthur Brown Road-Untreiner Avenue Group Resurfacing, to Roads, Inc., of NWF, for a total amount of \$966,769.35.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

18. Recommendation Concerning Ensley Fire Station Addition - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to R.D. Ward Construction Co., Inc., for the Ensley Fire Station Addition, PD 10-11.024, in the amount of \$512,000.

[Funding: Cost Center 330210, Fund 351, LOST II, Object Code 56201, Project Code 10FS0655]

19. Recommendation Concerning Rocky Branch Road DRP & Bridge Construction - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, , PD 10-11.022, Rocky Branch Road DRP & Bridge Construction, to Aero Training & Rental, Inc., for a total amount of \$1,099,855.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0775]

20. Recommendation Concerning Contract Award for PD 10-11.008, Economic Study for the Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Economic Study for the Civic Center, Contract PD 10-11.008:

A. Approve the recommendation of the Civic Center Advisory Committee of the selection of C.H. Johnson, Inc., as the #1-ranked firm for the Request for Proposal PD 10-11.008;

B. Award Contract PD 10-11.008, to C.H. Johnson, Inc., for an amount not to exceed \$50,000, for Phase I and \$25,000 for Phase II; and

C. Authorize the County Administrator to execute the Contract documents.

[Funding: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105]

21. Recommendation Concerning Purchase Order Amounts in Excess of \$50,000 to Air Design - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Purchase Order amounts in excess of \$50,000 in Fiscal Year 2010-2011 for Air Design, Vendor Number 011180.

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401, \$5,150; Fund 001, General Fund, Cost Center 210606, Object Code 56401, \$35,795; Fund 001, General Fund, Cost Center 210607, Object Code 56401 \$10,732]

22. Recommendation Concerning Old County Courthouse HVAC Upgrades - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 10-11.023, Old County Courthouse HVAC Upgrades, to The Wright Company, for a total amount of \$721,560, for the Base Bid plus additive Alternates 1,2,3,4, and 5.

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56201, \$587,125.59 and Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project Number 11PF1042, \$134,434.41].

23. Recommendation Concerning Purchase of Pro-Patch Asphalt Pothole Patcher - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the State of Florida Department of Transportation Contract #ITB-DOT-08/09-9001-LG, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for a Pro-Patch Asphalt Pothole Patcher to H.D. Industries, Inc., in the amount of \$58,100.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401, 37,950.60; Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401, \$20,149.40]

24. Recommendation Concerning Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS County Grant Application for 2010/2011, in the amount of \$22,274, which is 45% of the funds this County deposited in the State EMS Trust Fund, between July 1 and December 31, 2010, and is the first of two payments to be available for this Fiscal Year:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign, the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects/Revenue Account 334221/Cost Center 330318]

25. Recommendation Concerning Board Concurrence to Decline Acceptance of the 2010 Staffing for Adequate Fire and Emergency Response (SAFER) Grant, EMW-2010-FF-00179 (Health Insurance for Volunteer Firefighters) - Michael D. Weaver, Public Safety Department Director

That the Board concur with staff's decision to decline acceptance of the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) Grant, EMW-2010-FF-00179, for the purpose of providing health insurance to volunteer firefighters.

The Grant Application was submitted in an attempt to increase recruitment and retention of volunteer firefighters by providing health insurance and has been favorably reviewed by the Federal Emergency Management Agency (FEMA). Before proceeding, however, FEMA's Grants Management Specialist has asked if this Grant has been reviewed by our governing body and whether it is willing to accept the Grant if approved. The Grant would award \$350,000 each year for four years, after which Escambia County would assume full funding.

Staff has reviewed the associated costs and the long-term impact if the Grant is accepted. It is staff's opinion that the Grant should be declined for the following reasons:

- Provision of health insurance potentially creates an employer-employee relationship. Currently, volunteer firefighters are treated as independent contractors and provided 1099s for income tax purposes. Providing health insurance coverage could alter that relationship.
- The Federal Healthcare Act is unclear as to what, if any, responsibilities the County may have for providing this coverage upon expiration of the Grant and enactment of the law.
- The County could end up with individuals that currently do not have health insurance which could cause adverse selection (i.e., a more costly medical population to insure).
- Participants could want to join the County's insurance program which could increase our costs.
- Healthcare costs are very uncontrollable and are difficult to eliminate once provided. The County is not in a position to fund this benefit upon expiration of the Grant.

26. Recommendation Concerning Community Housing Development Organization Operating Expense Project Agreement with Circle, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Circle, Inc. (Circle):

A. Approve entering into the HOME CHDO Operating Expense Project Agreement with Circle to provide \$23,822 in 2010 HOME Program CHDO support, to assist Circle in developing affordable rental and homeownership units in Escambia County, specifically targeting Escambia County's designated Community Redevelopment Areas; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2010, HOME, Cost Center 220432]

27. Recommendation Concerning Community Housing Development Organization Operating Expense Project Agreement with AMR at Pensacola, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2009 and/or 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with AMR at Pensacola, Inc. (AMR):

A. Approve entering into the CHDO Operating Expense Project Agreement with AMR to provide \$28,485 in 2009 and/or 2010 HOME Program CHDO Operating Expense support, to assist AMR in developing the capacity to further expand participation in the HOME CHDO Rental Development Program, the Neighborhood Stabilization Program (NSP), and related affordable home ownership and rental housing activities; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Project Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2009, HOME, Cost Center 220408 and 2010 HOME, Cost Center 220432]

28. Recommendation Concerning Community Housing Development Organization Operating Expense Project Agreement with Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Community Enterprise Investments, Inc. (CEII):

A. Approve entering into the CHDO Operating Expense Project Agreement with CEII to provide \$37,440 in 2010 HOME Program CHDO Operating Expense support, to assist CEII in developing the capacity to further expand participation in the HOME CHDO Rental Development Program, the Neighborhood Stabilization Program (NSP), and related affordable home ownership and rental housing activities; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Project Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2010, HOME, Cost Center 220432]

29. Recommendation Concerning the Acquisition of Real Property, Located Adjacent to Saufley Field C&D Site, from Michael and Sandra Johnson - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property, located adjacent to Saufley Field C&D Site, from Michael and Sandra Johnson:

A. Authorize staff to make an offer to Michael and Sandra Johnson to purchase three parcels of real property (totaling approximately 4.92 acres) for \$262,000, which is \$60,000 above the appraised amount of \$202,000; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the acquisition of this property.

Meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, which abuts the east property line of the Saufley C&D site and is owned by Michael and Sandra Johnson. As part of the Saufley Field C&D Landfill Revitalization Project, the consultant has determined that there is a need for additional property for a combined pond site, lay-down area and borrow source.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 220613]

30. Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions - speed reductions:

A. Adopt the Resolution for the reduction in speed:

1. From 30 miles per hour to 25 miles per hour for the following roadway segments:

- a. Camaree Place, from East Ten Mile Road to northern end of roadway;
- b. Gulf Breeze Avenue, from Gulf Beach Highway to southern end of roadway;
- c. Kershaw Street, from Broad Street to Lepley Road;
- d. Nix Road, from Lillian Highway to western end of roadway; and
- e. Northview Drive, from Madison Avenue to Webster Drive;

2. From 45 miles per hour to 35 miles per hour for the following roadway segment: Saufley Field Road, from Mobile Highway to 2,227 feet west of Mobile Highway; and

B. Authorize the Chairman to sign the Resolution.

The Transportation Bureau received requests from citizens to lower the speed limits on these roads. County staff evaluated each roadway and supports the requests for lower speed limits based on the number of curves, and the layout and design of the roads.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations]

31. Recommendation Concerning General Paving, Drainage, and Resurfacing Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of individual or blanket Purchase Orders, per PD 07-08.134, "General Paving, Drainage, and Resurfacing Pricing Agreement", in accordance with Chapter 46 of the Escambia County Code of Ordinances, to the following list of contractors, in Fiscal Year 2010/2011, to be issued for the Public Works Bureau - Infrastructure/Engineering Division, not to exceed \$500,000 in total:

APAC Mid-South, Inc.
Gulf Atlantic Constructors, Inc.
Panhandle Grading and Paving, Inc.
Pensacola Concrete Construction Co.
Roads, Inc., of NWF
Starfish, Inc., of Alabama

This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000. This solicitation meets the intent of Florida Statutes relating to competitive sealed bids of road paving, drainage and resurfacing, while allowing for the expedition of award for such Contracts.

[Funding Source: Fund 129, "CDBG 2009", Cost Center 220410, Fund 129, "CDBG 2008", Cost Center 220563, and Fund 129, "CDBG 2010", Cost Center 220435]

32. Recommendation Concerning Lincoln Park Area Neighborhood Traffic Plan - Larry Newsom, Assistant County Administrator

That the Board take the following action concerning Lincoln Park Area Neighborhood Traffic Plan:

A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) Policy requirements because a Neighborhood Traffic Plan has been established;

B. Approve implementation of the Neighborhood Traffic Plan for the installation of traffic tables and a speed bump for the following road segments:

1. Ranger Drive between Elliott Street and Detroit Boulevard - three traffic tables;

2. Groveland Avenue between Rule Street and Elliot Street - three traffic tables;

3. Elliott Street between Ranger Avenue and Untreiner Avenue - three traffic tables;

4. Rule Street between Groveland Avenue and Untreiner Avenue - two traffic tables;

5. Kershaw Street between Broad Street and Lepley Road - three traffic tables;

6. Sumpter Street between Wilcox Street and Broad Street - two traffic tables;

7. Broad Street between Untreiner Avenue and Price Street - one speed bump; and

8. Price Street between Broad Street and Maple Woods Circle - three traffic tables; and

C. Approve replacing and installing new signage as needed.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

33. Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance) to extend the Accounting and Retention Agreement through September 30, 2012:

A. Approve the Blue Cross Blue Shield of Florida, Inc., Health Options, Inc., Accounting and Retention Agreement; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

34. Recommendation Concerning Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida, and Lakeview Center, Inc. - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida, and Lakeview Center, Inc.:

A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida, and Lakeview Center, Inc., for out-patient services based on piggy-backing on the Agreement with the State of Florida for the Non-Competitive Bid Process for continuation of Senate Bill 1258 Initiative (Contract Number AH 338);

B. Approve funding for the program not to exceed \$108,500, effective, October 1, 2010, through September 30, 2011. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties. The source of funding is Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$91,000; and

C. Authorize the Chair, as the County's representative, to sign amendments and requests for payment or other related documents as may be required.

[Funds are made available through the Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program]

35. Recommendation Concerning the Aquisition of Property, Totaling Approximately 64.82 Acres, as the Site for a System of Groundwater Monitoring Wells Located, South of the Perdido Landfill - Patrick T. Johnson, Division of Solid Waste Management, Department Director

That the Board take the following action concerning the acquisition of property, totaling approximately 64.82 acres, a portion of which was previously leased since June 1995, as the site for continuation of operation of groundwater monitoring wells located south of the Perdido Landfill:

A. Adopt a Resolution containing the following findings: setting forth a public purpose; declaring a public necessity; acknowledging the appraised fair market value of the property, totaling approximately 64.82 acres, for the site of a system of groundwater monitoring wells located south of the Perdido Landfill, as listed below; and authorizing the property to be acquired by exercise of the County's power of eminent domain:

1. Maintaining the system of groundwater monitoring wells on the property accomplishes a legitimate public purpose of assessing contamination from the adjacent Perdido Landfill, as mandated by the Florida Department of Environmental Protection;
2. Acquisition of the property from the Estate of Winston C. Bailey is necessary to permit the County to maintain its system of groundwater monitoring wells on the Property;
3. Exhibit "A", attached and incorporated by reference, describes the property to be acquired by the County (Parcel "A" 64.82 +/- acres);
4. The appraised fair market value of the property is \$162,000;
5. All conditions precedent to acquire the property have been satisfied; and
6. It is in the best interest of the health, safety and welfare of the citizens of Escambia County, Florida, that Escambia County acquire the property by exercise of its power of eminent domain;

B. Authorize an offer up to 20% over the appraised value (i.e., \$194,400) as an incentive for the owner to agree to voluntarily convey the property, and if the owner rejects the offer, authorize the County Attorney to initiate and undertake legal action to acquire the property owned by the Estate of Winston C. Bailey, as described in Exhibit "A" of the Resolution from Winston Claude Bailey by eminent domain; and

C. Authorize the payment of incidental expenses associated with the acquisition

of the property; and

D. Authorize the Chairman or Vice Chairman to sign all documents required to implement these actions.

[Fund 401, Solid Waste, Cost Center 220605, Object Code 56101]

III. For Discussion

1. Recommendation Concerning Requests for Funding from the 4th Cent Tourist Development Tax - Amy Lovoy, Management & Budget Department Director

That the Board take the following action concerning the 4th Cent Tourist Development Tax:

A. Consider the following funding requests from the 4th Cent Tourist Development Tax:

1. Pensacola Yacht Club in support of the Centennial of Naval Aviation (CoNA) Community Day- \$8,000;
2. Pensacola Area Chamber of Commerce to sponsor the celebration for the Centennial of Naval Aviation - \$5,000;
3. Kappa Alpha PSI Fraternity to sponsor the hosting of the 61st Southern Province Council - \$3,500; and

B. Approve any required Miscellaneous Appropriations Agreements and/or Purchase Orders subject to legal sign-off, if the Board awards any funds to any of these groups.

C. Acknowledge that if the Board approves the funding requests in A.1 and A.2 above, no further funding will be provided for the Centennial of National Aviation Celebration.

[If funding is provided, monies will be taken from the reserves in the 4th Cent Tourist Development Tax. The current reserve balance is \$558,617]



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 1.

County Administrator's Report

Date: 04/07/2011
Issue: Schedule and Advertise First of Two Public Hearings Designating the Five Community Redevelopment Areas as Brownfield Areas
From: Keith Wilkins, REP
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling and Advertising the First of Two Public Hearings Designating the Five Community Redevelopment Areas as Brownfield Areas - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve scheduling and advertising the first of two public hearings on April 21, 2011, at 5:31 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas within Escambia County, for the purpose of economic development and environmental rehabilitation; authorizing the Community Redevelopment Agency Division Manager to notify the Department of Environmental Protection of said designation; and providing for an effective date.

BACKGROUND:

As part of the County's overall economic redevelopment strategy, the County has designated five Community Redevelopment Areas (CRA) for specific redevelopment efforts. The respective five CRA Redevelopment Plans call for the County to continue to publicize and promote the use of a number of commercial incentive programs available to the public within the five CRAs including Commercial Façade and Sign Grant Programs, Federally Historically Underutilized Business Zone Programs, Enterprise Zone Program, and the County Brownfields Program. Designating the CRAs as Brownfields will allow the areas to qualify for state and federal Brownfield redevelopment incentive programs and expedite programmatic support. The project will be consistent with the Redevelopment Areas Plans to reduce slum and blight, enhance the quality of life by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution Legal Descriptions Map

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING THE BARRANCAS, BROWNSVILLE, ENGLEWOOD, PALAFOX, AND WARRINGTON REDEVELOPMENT AREAS AS BROWNFIELD AREAS WITHIN ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY DIVISION MANAGER TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§ 376.77-85, Florida Statutes, the State of Florida has provided for the designation, by resolution, of certain contiguous areas consisting of one or more Brownfield sites as "Brownfield Areas," and for the corresponding provision of economic development and environmental remediation for such areas; and

WHEREAS, Escambia County wishes to notify the Florida Department of Environmental Protection of its decision to designate Brownfield Areas for rehabilitation for purposes of §§ 376.77-85, Florida Statutes; and

WHEREAS, Escambia County has considered the criteria set forth in §§376.80(2)(a)1.4., Florida Statutes, namely whether the proposed Brownfield Areas warrant economic development and have reasonable potential for such activities, whether the areas represent a reasonably focused approach and is not overly large in geographic coverage, whether the areas have potential to interest the private sector in participating in rehabilitation, and whether the areas contain sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the notice and public hearing requirements set forth in §§125.66(4)(b), Florida Statutes, have been followed. Notices were published in the Pensacola News Journal and two public hearings were held; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that the Barrancas, Brownsville, Englewood, Palafox and Warrington Community Redevelopment Areas be designated as Brownfield Areas.

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

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

Section 2. That the Areas depicted in Exhibits A-1 through A-3, attached hereto and incorporated by reference shall be designated as the Barrancas, Brownsville, Englewood, Palafox and Warrington Brownfield Areas for rehabilitation in accordance with the intent of §§ 376.77-85, Florida Statutes.

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

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

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

Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

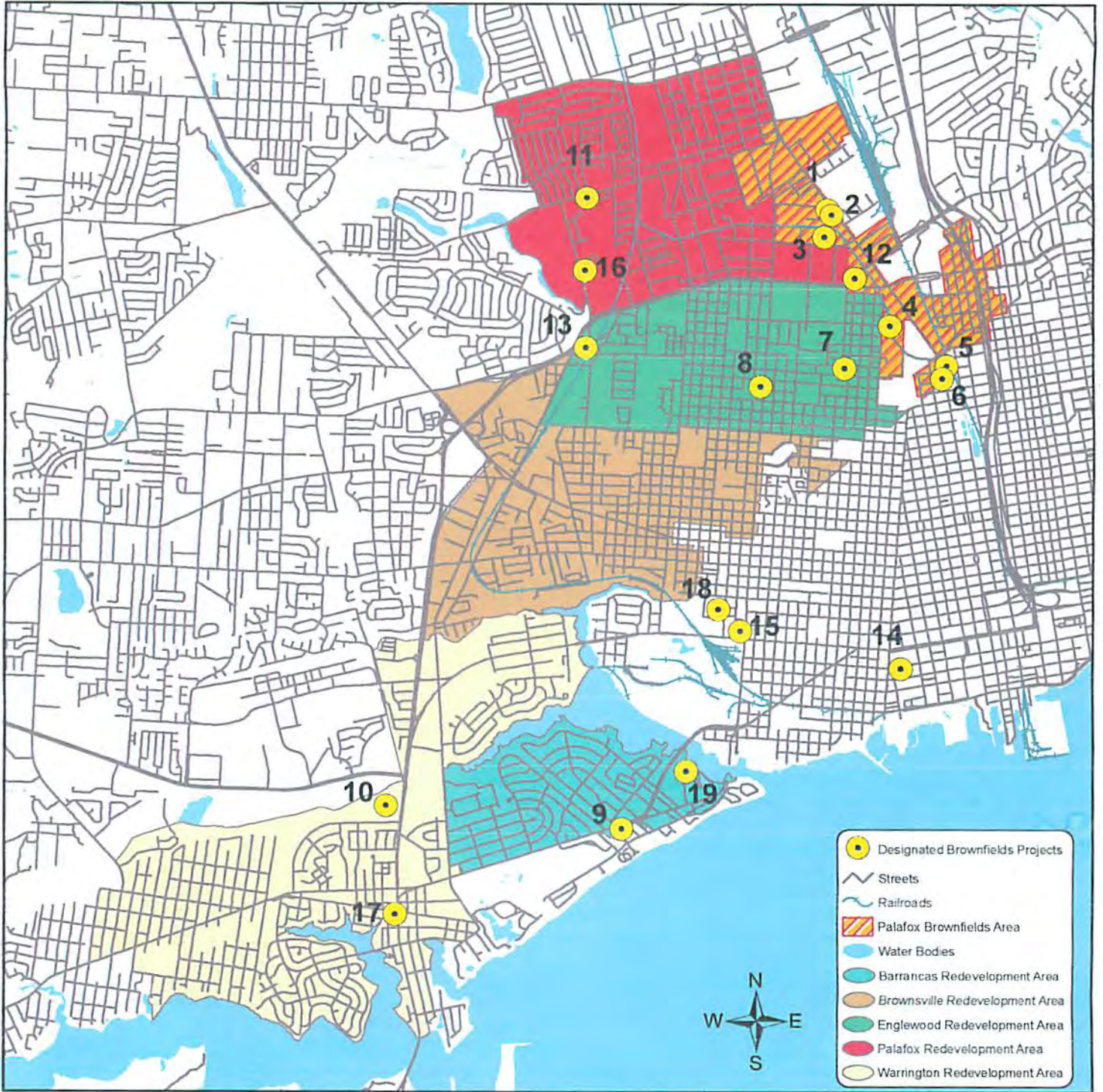
(SEAL)

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: 3/2/11



COMMUNITY REDEVELOPMENT AREAS EXHIBIT A-1



- | | | |
|-------------------------------|----------------------------|----------------------------|
| (1) 3877 NORTH PALAFOX ST | (7) 1123 WEST SCOTT ST | (13) 3517 OLD FAIRFIELD DR |
| (2) 3873 NORTH PALAFOX ST | (8) 2203 NORTH PACE BLVD | (14) 603 WEST ROMANA ST |
| (3) 206 WEST HERMAN ST | (9) 3415 BARRANCAS AVE | (15) 2200 WEST NAVY BLVD |
| (4) 1170 WEST LEONARD ST | (10) 507 NORTH NAVY BLVD | (16) 2800 HOLLYWOOD AVE |
| (5) 2500 NORTH PALAFOX ST | (11) 939 MASSACHUSETTS AVE | (17) 201 SOUTH NAVY BLVD |
| (6) 2400 BLK NORTH PALAFOX ST | (12) FAIRFIELD / TEXAR | (18) MAGGIES DITCH |
| | | (19) MAHOGANY MILL RD |



Source: Escambia County Community Redevelopment Agency "This map is provided for information purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created 9/23/2009.

6. LEGAL DESCRIPTION

The **Barrancas Redevelopment Area** is that real property in Escambia County within the following described boundary and as illustrated in the map on Page iii:

Beginning At The Southeast Corner Of Lot 5, **Subdivision Portion Of Brent Island**, Recorded In Plat Book 4 At Page 78 Of The Public Records Of Said County, Lying In Section 59, Township 2 South Range 30 West Of Escambia County, Florida; Thence Proceed Southwest Along The South Line Of Said Subdivision To The East Right-Of-Way Line Of An Abandoned Railroad Right-Of-Way; Thence Proceed Southwest Along Said Abandoned Railroad Right-Of-Way To The North Right-Of-Way Of Bayshore Drive (Private Road) As Recorded In Official Record Book 1833, At Page 81; Thence Proceed Southwesterly Along Said Northerly Right-Of-Way To The East Line Of **Tradewinds Subdivision**, As Recorded In Plat Book 10, At Page 6, Lying In Section 59, Township 2 South, Range 30 West Of Said Escambia County; Thence Proceed Northerly Along Said East Line And Its Northerly Extension To The Northerly Right-Of-Way Line Of Bayshore Drive; Thence Proceed Westerly Along Said Northerly Right-Of-Way To The Easterly Right-Of-Way Line Of Broadmoor Lane; Thence Proceed Northerly Along Said Easterly Right-Of-Way To Its Intersection With The Easterly Extension Of The South Line Of The Parcel Recorded In O.R.Book 3890, At Page 293 Of The Public Records Of Said County; Thence Proceed Southwesterly Along Said Property Line Extension And Along Said Parcel To The Southwest Corner Of Said Parcel On The Easterly Right-Of-Way Line Of Lemhurst Road; Thence Proceed Northwesterly Along Said Easterly Right-Of-Way To The South Line Of The Parcel Recorded In O.R.Book 4584, At Page 867 Of The Public Records Of Said County; Thence Proceed Northeasterly Along Said South Line To The East Line Of Said Parcel; Thence Proceed Northwesterly Along Said East Line To The Northeast Corner Of Said Parcel; Thence Continue Along The East Line Of The Parcel Recorded In O.R.Book 4574, At Page 78 Of The Public Records Of Said County To The North Line Of Said Parcel; Thence Proceed Southwesterly Along Said North Line To The East Right-Of-Way Of Lemhurst Road; Thence Proceed Northwesterly Along Said East Right-Of-Way To The Intersection Of The South Right-Of-Way Line Of Barrancas Avenue; Thence Proceed Southwesterly Along Said South Right-Of-Way To The Northeast Corner Of The Parcel Recorded In O.R.Book 4531, At Page 170 Of The Public Records Of Said County; Thence Proceed Southeasterly To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Southwest Corner Of Said Parcel; Thence Proceed Northwesterly Along The West Line Of Said Parcel To The Southeast Corner Of The Parcel Recorded In O.R.Book 3629, At Page 920 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The East Right-Of-Way Line Of Palao Place; Thence Proceed Southeasterly To The West Right-Of-Way Line Of Palao Place Also Being The Southeast Corner Of The Parcel Recorded In O.R.Book 2383, At Page 650 (Parcel 1&3) Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Southwest Corner Of Said Parcel; Thence Proceed Northwesterly Along The West Line Of Said Parcel To The Southeast Corner Of The Parcel Recorded In O.R.Book 2383, At Page 650 (Parcel 2) Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West Right-Of-Way Line Of Jan Street, Also Being The East Line Of The Parcel Recorded In O.R.Book 1982 At Page 277 Of The Public Records Of Said County; Thence Proceed Southeasterly Along The East Line Of Said Parcel To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West Right-Of-Way Line Of Sullivan Road; Thence Proceed Northwesterly Along Said Westerly Right-Of-Way Line To The Northeast Corner Of The Parcel Recorded In O.R.Book 4244, At Page 355 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The North Line Of Said Parcel To The Northwest Corner Of Said Parcel; Thence Proceed Southeasterly Along The West Line Of Said Parcel And Also The West Line Of The Parcel Recorded In O.R.Book 1003, At Page 888 Of The Public

IX LEGAL DESCRIPTION

The **Brownsville Redevelopment Area** is that real property in Escambia County with the following described boundary:

Begin at the junction of New Warrington Road and Jackson Street; continue easterly along Jackson Street to the Pensacola City limits (midway between "S" and "T" Streets); thence northerly following the Pensacola City limits to a point midway between Gadsden and Cervantes Streets; thence westerly following the Pensacola City limits to a point midway between "V" and "W" Streets; thence northerly following the Pensacola City Limits to a point midway between Strong and Desoto Streets; thence easterly following the Pensacola City limits to a point midway between "Q" and "R" Streets; thence southerly following the Pensacola City limits to a point midway between Strong and Cervantes Streets; thence easterly following the Pensacola City limits the easterly right-of-way line of the North Pace Boulevard, thence northerly along said easterly right-of-way line to an intersection with the southerly right-of-way line of West Strong Street, thence easterly along said southerly right-of-way line to a point midway between North Pace Boulevard and North "N" Street; thence northerly following the Pensacola City limits to Desoto Street; thence westerly to Pace Street; thence northerly to Gonzalez Street; thence easterly to a point midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to a point 50 feet south of Brainerd Street; thence northwesterly following the Pensacola City limits to Brainerd Street; thence northeasterly following the Pensacola City limits to a point 40 feet north of Brainerd Street and midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to Moreno Street; thence easterly along Moreno Street to Osceola Boulevard; thence in a clockwise direction follow Osceola Boulevard and the Pensacola City limits to the intersection of Osceola Boulevard and "L" Street; thence southerly following "L" Street and the Pensacola City Limits to Blount Street; thence easterly along Blount Street to a point midway between "J" and "K" Streets; thence southerly to a point midway between Blount and Godfrey Streets; thence easterly following the Pensacola City limits to "J" Street; thence southerly following the Pensacola City limits to a point 235 feet north of Brainerd Street; thence northeasterly following the Pensacola City limits to Moreno Street; thence westerly along Moreno Street to "J" Street; thence northerly to Mallory Street; thence easterly for 142.25 feet to the Pensacola City limits; thence northerly continuing along the Pensacola City limits to the south line of Section 17, Township 2 South, Range 30 West, thence easterly along said south line of Section 17 following the Pensacola City Limits to the point where said City Limit line turns northerly, thence northerly along said City Limit line to a point on the northerly right-of-way line of Avery Street, thence westerly along the northerly right-of-way line Avery Street to the westerly right-of-way line of "W" Street, thence south along said westerly right-of-way of "W" Street to an intersection with the northerly right-of-way line of Avery Street; thence westerly

IBI GROUP (FLORIDA) ENGLEWOOD COMMUNITY REDEVELOPMENT PLAN

APPENDIX D: CRA LEGAL DESCRIPTION

The Englewood Area is that real property in Escambia County within the following described boundary and as illustrated on Page ii:

Beginning at the junction of Border Street and a western projection of Avery Street; thence continue northeasterly along the eastern right-of-way line of Border Street to Fairfield Drive; continue in a general east, northeasterly direction along the southern right-of-way line of Fairfield Drive to the junction with Texar Drive; thence easterly along the southern right-of-way line of Texar Drive to "H" Street; thence southerly along the western right-of-way line of "H" Street to Anderson Street; thence easterly along the southern right-of-way line of Anderson Street to its intersection with a northern projection of "D" Street; thence southerly for 1,725 feet to the northern terminus of "D" Street, thence continue southerly along the eastern right-of-way line of "D" Street to the northwest corner of Lot 12, Block "C", North Hill Re-Subdivision as recorded in Plat Book 1, Page 62, of the Public Records of Escambia County; thence easterly along the northern line of said Lot 12, Block "C" and its extension to the eastern right-of-way line of "B" Street; thence southerly along the said line of "B" Street, 150 feet to the northern right-of-way line of Jordan Street; thence easterly along said line of Jordan Street to "A" Street; thence southwesterly following the Old City Limit Line according to the Thomas C. Watson Map dated 1903; to a line 150 feet north of and parallel to the northern right-of-way line of Lakeview Street; thence westerly along said parallel line to the eastern right-of-way line of "E" Street; thence southerly along said right-of-way line on "E" Street to Avery Street; thence continue westerly along the northern right-of-way line of Avery Street to its western terminus, then continue in the same direction along a projection of Avery Street for 870 feet to Border Street the point of beginning.

Palafox Redevelopment Area Legal Description

The Palafox Redevelopment Area is that real property in Escambia County, Florida with the following described boundaries:

Beginning at the junction of the northerly right-of-way line of Mason Lane and easterly right-of-way line of Palafox Street (U.S. Hwy 29) continue easterly along the northern right-of-way line of Mason Lane and its extension to the western right-of-way line of the Louisville & Nashville Railroad; then southerly along said western right-of-way line 1100 feet more or less to a point 12 feet southerly of the northerly line of Section 7, Township 2 South, Range 30 West, Escambia County, Florida; thence South 53° West 370 feet more or less to the westerly line of said Section 7; thence South 42° 09' east along the western line of said Section 7, 120 feet more or less to the northeastern corner of Lot 28, Oak Park Subdivision, as recorded in Plat Book 3, Page 93, of the public records of Escambia County; thence westerly along the northern lines of Lots 28, 27, and 26 of said subdivision, 192.45 feet to the eastern right-of-way of Spruce Street; thence southerly along said eastern right-of-way line, 33 feet more or less to a line 128 feet north of and parallel to the southern right-of-way line of Hickory Street; thence westerly along said parallel line 1010.1 feet more or less to the east line of the property Annexed by resolution of the City Council of the City of Pensacola, Florida, Resolution 35-96, dated August 22 1996; thence along the boundary of said parcel the following 7 calls: northerly along said east line 238.2 feet more or less to the north line of said parcel; thence deflect 90 degrees left 89.15 feet; thence deflect 90 degrees left 106.0 feet; thence deflect 90 degrees right 80.0 feet; thence deflect 90 degrees left 34.0 feet; thence deflect 90 degrees right 68 feet; thence deflect 90 degrees left 96.0 feet more or less to a point on a line 128 feet north of and parallel to said southern right-of-way line of Hickory Street; thence westerly along said parallel line 213 feet more or less to the east right-of-way line of Palafox Street; thence southerly along the eastern right-of-way line of Palafox Street; 2956.55 feet to the southwestern corner of Lot 7, Palmes Subdivision, recorded in Deed Book 10, page 490, of the public records of said county; thence easterly along the southern line of said Lot 7, and its easterly extension, to the eastern right-of-way line of Louisville & Nashville Railroad; thence southerly along said eastern right-of-way line to its intersection with the south right-of-way line of Fairfield Drive; thence southwesterly along the south right-of-way line of Fairfield Drive to the intersection of east right-of-way line of Palafox Street; thence southerly along the east right-of-way line of Palafox Street to the north right-of-way line of Texar Drive; thence easterly along the north right-of-way line of Texar Drive to the east right-of-way of the Louisville & Nashville Railroad; thence southerly along the east right-of-way of the Louisville & Nashville Railroad to the extension of the northern right-of-way line of Anderson Street; thence easterly along said extension and said northern right-of-way line of Anderson Street; thence easterly along said extension and said northern right-of-way line to its intersection with a line 117 feet west of and parallel to the west line of Miller Street; thence northerly along said parallel line to its intersection with the northern right-of-way line of 34th Street as shown on plat of North Pensacola Unit No. 4 as recorded in Plat Book 2, page 57, of the public records of said county; thence easterly along said northern right-of-way line, 468.35 feet to the western right-of-way line of Roosevelt Street; thence northerly along the western right-of-way line of Roosevelt Street, 458.8 feet more or less to the northerly most line of Block 33, North Pensacola Unit No. 4; thence easterly along the northern line of said Block 33, 710 feet more or less to the northeast corner of Lot 89 of said Block 33; thence southeasterly along the eastern line of Lot 89 of Block 33, across the right-of-way of 36th Street, and along the common lot line of Lots 22 and 23, Block 36 of said North Pensacola Unit No. 4, 337 feet more or less to the easterly line of said North Palafox Unit No. 4; thence southerly along the eastern line of said North Pensacola Unit No. 4, a distance of 1272.20 feet to the southern line of the north one-half of the Maura Grant (Section 4, Township 2 South, Range 30 West); thence easterly along the southern line of the north one-half of said Maura Grant, to its intersection with the northerly projection of the common rear lot line of Block 27, North Pensacola Unit No. 3, as recorded in Plat Book 2, page 33, of the public records of said county; thence southerly along said extension, along the common rear lot line of said Block 27 and along its southerly extension to the southern right-of-way line of Texar Drive; thence northwesterly along the southern right-of-way line of Texar Drive to the east right-of-way line of Martin Luther King, Jr. Drive; thence southerly along the east right-of-way line of Martin Luther King, Jr. Drive to the north right-of-way line of Anderson Street; thence east along the north right-of-way line of Anderson Street, 156 feet; thence 90° to the right, 280 feet; thence 90° left 382 feet to the northeast corner of Lot 8, Block 25, North Pensacola Unit No. 3 as recorded in Plat Book 2, Page 33 of the public record of said county; thence 90° to the right 456.34 feet to the south line of Maura Grant; said point also being the northeastern corner of Lot 10, Block 367, New City Tract; thence southerly along the eastern line of Lot 10 and Lot 3, of said Block

367, to a point 85 feet north of the northern right-of-way line of Leonard Street; thence westerly parallel to Leonard Street, 492 feet to the eastern right-of-way line of Martin Luther King, Jr. Drive; thence southerly along said eastern right-of-way line, 165 feet to the southern right-of-way line of Leonard Street; thence westerly along said southern right-of-way line 185 feet; thence southerly along a line parallel to Martin Luther King, Jr. Drive, to the Old City Limit Line, said line forming the northern boundary of the City of Pensacola according to the Thomas dated 1903; said line shall hereinafter be called the "Old City Limits"; thence southwestly along the Old City Limits to the southern right-of-way line of Cross Street; thence westerly along said southern right-of-way line, to the southern line of Section 4, Township 2 South, Range 30 West; thence southwestly along the southern line of said Section to the western right-of-way line of the Louisville & Nashville Railroad; thence southerly along said western right-of-way line, to the "Old City Limits"; thence southwestly along the "Old City Limits" to the western right-of-way line of Spring Street; thence northerly along said western right-of-way line to the southern right-of-way line of Bobe Street; thence westerly along the southern right-of-way line of Bobe Street to the eastern line of Section 18, Township 2 South, Range 30 West; thence northerly and easterly along the eastern line of said Section 18, to the southwestern corner of Lot 34, Triangle Subdivision; thence northerly along the western line of said Lot 34, to the northwest corner of said Lot 34; thence southeasterly along the north line of Lots 34 and 33, Triangle Subdivision and its easterly extension to the eastern line of said Section 18; thence northeasterly along said easterly line to the west right-of-way line of Palafox Street (State Highway N. 95); thence northerly along the west line of Palafox Street to the north line of Lot 20, a part of a subdivision of the twelve and one-half acres of Lot 4, recorded in Deed Book 35, Page 230 & 231 of the public records of said county; thence westerly along north line of Lot 20 to the northwest corner of Lot 20 of said subdivision; thence southerly along west lot line, 1310.86 feet, more or less; thence easterly 33 feet to the eastern right-of-way line of "B" Street; thence southerly along said eastern right-of-way line to the southern right-of-way line of a 66 feet right-of-way described as Yonge Street; thence westerly and southerly along the southern right-of-way line of Yonge Street to the eastern right-of-way line of "D" Street; thence continue northerly along the eastern right-of-way line of "D" Street to the southerly right-of-way line of Anderson Street, thence continue westerly along the southern right-of-way line of Anderson Street to the easterly right-of-way line of "H" Street; thence continue northerly along the eastern right-of-way line of "H" Street and its extension across Texar Drive to the northern right-of-way line of Fairfield Drive; thence westerly along the northern right-of-way of Fairfield Drive to the easterly right-of-way line of Pace Boulevard; thence northerly along the eastern right-of-way line of Pace Boulevard to the southerly right-of-way line of Loretta Street; thence continue westerly along the southern right-of-way line of Loretta Street to westerly right-of-way line of Kelly Avenue; thence northerly along the western right-of-way line of Kelly Avenue to the northerly right-of-way line of Massachusetts Avenue; thence easterly along said northerly right-of-way line of Massachusetts Avenue to the center line of Hansen Boulevard; thence northerly along said center line of Hansen Boulevard to the northerly right-of-way line of Lenox Parkway; thence continue easterly along the northern right-of-way line of Lenox Parkway to the intersection of Palafox Street (Highway 29) and the point of beginning at Mason Lane.

AND ALSO

Beginning at the centerline intersection of Beverly Parkway and the easterly right-of-way line of Palafox Street (US Highway 29) southerly along said easterly right-of-way of Palafox Street to Lenox Parkway; westerly along the northerly right-of-way of Lenox Parkway to Hansen Boulevard; southerly along the centerline of Hansen Boulevard to Massachusetts Avenue; westerly along the northerly right-of-way of Massachusetts Avenue to Kelly Avenue; southerly along the westerly right-of-way of Kelly Avenue to West Loretta Street; northeasterly along the southerly right-of-way of West Loretta Street to Pace Boulevard (S.R. 292); southerly along the easterly right-of-way of Pace Boulevard (S.R. 292) to West Fairfield Drive; westerly along the northerly right-of-way of West Fairfield Drive to Hollywood Avenue; north along the centerline of Hollywood Avenue 200 feet; northwesterly to the southmost extent of Bellshead Branch (lake); northwesterly along the centerline of Bellshead Branch to Massachusetts Avenue; northeasterly along the northerly right-of-way of Massachusetts Avenue to the southwest corner of Montclair Unit No. 1 (Plat Book 4, Page 63); northerly along the west boundary of Montclair Units No. 1 & 2 (Plat Book 4, Page 100) to the southwest corner of Lot 1, Block 17, Montclair Unit No. 4 (Plat Book 5, Page 88); continue northerly along the west boundary and the northerly extension of Lots 1 through 7 of said Block 17 to the centerline of Havre Way; westerly along the centerline of Havre Way to Marseille Drive; northerly along the centerline of Marseille Drive to Beverly Parkway (West Michigan Avenue); northeasterly along the centerline of Beverly Parkway to the easterly right-of-way line of Palafox Street (US Highway 29) and the Point of Beginning.

Description

Palafox Expansion Community Redevelopment Area (CRA)

August 9, 2010

AND ALSO:

This description is intended solely for the purpose of identifying the Palafox Expansion Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the centerline intersection of Marseille Drive and Beverly Parkway (West Michigan Avenue); thence Southwesterly along the centerline of Beverly Parkway to the intersection of said centerline and the southerly extension of the Easterly lot line of Lot 1, Block 10, Crescent Lake Unit No. 3, Plat Book 5, page 7, thence Northerly along said extension to the Southwest corner of Lot 5, Block 10, thence in an Easterly direction along the Southerly lot lines of Lots 5, 6, 7, 8, 9, 10 and 13 of Block 10 to the West right-of-way line of Fairview Drive; thence Southerly to the intersection of the Westerly extension of the North line of Lot 2, Block 2, Crescent Lake Unit No. 2, Plat Book 5, page 1; thence Easterly along said extension and the North lot lines of Lots 2, 1, 30 and 29, Block 2 to the Southeast corner of Lot 6, Block 2; thence Northerly along the East line of Lot 6, Block 2 to the Northwest corner of the "Not Included" portion of said Crescent Lake Unit No. 2; thence Easterly along the North line of said "Not Included" portion to the West line of Lot 15, Block 2, Crescent Lake Unit No. 1, Plat Book 4, page 97; thence Southerly along the West lot line of Lot 15, Block 2, to the Southwest corner of Lot 15, Block 2; thence Easterly along the Southerly lot lines of Lots 15, 16, 17, 18, 19, 20, and 21 of Block 2 to the centerline of Clearwater Avenue; thence Southerly along the centerline of Clearwater Avenue to the intersection of the centerline and the Westerly extension of the North line of Lot 1, Block 1, Crescent Lake Unit No. 1; thence Easterly along said extension and North line of Lot 1, Block 1, to the centerline of Glass Drive; thence Northerly along the centerline of Glass Drive to the intersection of the Westerly extension of the North line of that parcel of land recorded in Official Record Book 6504 at page 661 (Property Reference No. 44-1S-30-2002-000-022); thence Easterly along the North line of that parcel and following the extension of that line East to the centerline of Pipeline Road; thence Southerly along the centerline of Pipeline Road to the Westerly extension of the North line of that parcel of land recorded in Official Record Book 4490 at page 1817 (Property Reference No. 44-1S-30-2000-000-005); thence Easterly along the North line and the extension of that line to the East to the West line of that parcel of land recorded in Deed Book 112 at page 421 (Property Reference No. 44-1S-30-1104-000-000); thence Northerly along the West line of said parcel to the Northwest corner of that parcel of land recorded in Official Record Book 6528 at page 1400 (Property Reference No. 44-1S-30-2000-002-004); thence Easterly along the North line of said parcel to the West right-of-way line of the Alabama & Gulf Coast Railroad; thence Southerly along said West right-of-way line to the intersection of the Westerly extension of the North line of that parcel of land recorded in Official Record Book 2595 at page 176 (Property Reference No. 44-1S-30-1500-000-001) and the West right-of-way line of the Alabama & Gulf Coast Railroad; thence Easterly along the extension and North line to the Northeast corner of that parcel; thence Southerly along the East line of that parcel to the Northwest corner of that parcel of land recorded in Official Record Book 4705 at page 34 (Property Reference No. 44-1S-30-1100-000-002); thence Easterly along the North line to the Northeast corner of that parcel; thence Southeasterly to the centerline intersection of Lookout Drive; thence Easterly along the centerline of Lookout Drive to the West right-of-way line of "W" Street; thence Southerly along the West right-of-way line of "W" Street to the Northwest corner of that parcel of land recorded in Official Record Book 3888 at page 553 (Parcel 1 - Property Reference No. 45-1S-30-4000-003-001); thence Easterly along the North line of that parcel to the Northeast corner of that parcel of land recorded in Official Record Book 3888 at page 553 (Parcel 2 - Property Reference No. 45-1S-30-4000-001-001); thence Southerly along the East line of that parcel to the centerline of West Michigan Avenue; thence Northeasterly along the centerline to the East right-of-way line of North Palafox Street; thence Southerly along the East right-of-way line of North Palafox Street to the South right-of-way line of Brent Lane; thence Northeasterly along the South right-of-way line of Brent Lane to the Westerly right-of-way line of the Louisville & Nashville Railroad; thence Southeasterly along the Westerly right-of-way line of the Louisville & Nashville Railroad to the Easterly extension of the North right-of-way line of Mason Lane; thence Westerly along the Easterly

Exhibit A-3

extension of the North right-of-way line of Mason Lane and the North right-of-way line of Mason Lane to the Easterly right-of-way line of Palafox Street (U.S. Hwy 29); thence Northwesterly along the Easterly right-of-way line of Palafox Street (U.S. Hwy 29) to the centerline intersection of Brent Lane and Beverly Parkway; thence Westerly along the centerline of Beverly Parkway and West Michigan Avenue to the Point of Beginning.

Warrington Legal Description (Amended 2002)

Begin at the junction of the Navy Ditch Easement (just south of the northeastern boundary of NTTC Corry Station) and the eastern boundary of NTTC Corry Station; continue generally easterly along the easement, under New Warrington Road and Old Corry Field Road along the creek that leads to the shoreline of Bayou Chico, thence Meander along the west shoreline of Bayou Chico to the point where Jones Creek enters Bayou Chico and then generally westerly along the creek to the Old Corry Field Road centerline; thence southerly along the centerline of Old Corry Field Road to the center line of Wisteria Avenue; thence 300 feet easterly along the centerline of Wisteria Avenue; thence south to the centerline of Barrancas Avenue; thence west along the centerline of Barrancas Avenue to Line Oak Avenue; thence southerly along the centerline of Live Oak Avenue to Sunset Avenue; thence westerly along the centerline of Sunset Avenue to the western right-of-way line of Hallock Street thence 50 feet south and continue along the boundary of 502S30 7050-7-11, 140 feet to the shoreline of Davenport Bayou; thence meander along the northwest shoreline of Davenport Bayou to the centerline of Central Avenue right-of-way; thence westerly along the centerline of Central Avenue to the intersection of Second Avenue; thence south along the centerline of Second Avenue to the north boundary of Spinnaker Cove Planned Unit Development Plat as recorded in Plat Book 11, Page 96 in the records of Escambia County; thence southwestward approx. 346.58 feet to reference monument 839 as described on the plat as the centerline of First Street; thence south approximately 297.61 feet, along the length of the western boundary of Spinnaker Cove Plat to the shoreline of Bayou Grande; thence meander along the north shoreline and under the NAS Pensacola Bridge along the Bayou Grande shoreline until the Sunset Avenue Bridge; thence westerly along the centerline of Sunset Avenue to the west shoreline of Bayou Grande; thence meander south and then west along the Bayou Grande shoreline to a point lying directly south of the southwest corner of the vacated right-of-way of Winton Avenue (O.R. 288, Pg. 651); thence north on the bearing of the centerline of Winton Avenue to said southwest corner; thence northerly along the western boundary of said vacated right-of-way of Winton Avenue (O.R. 288, Pg. 651) to the southerly right-of-way of Selma Street; thence east along said southerly right-of-way of Selma Street to the centerline of Winton Street; thence northerly along the centerline of Winton Street to Grundy Avenue; thence westerly along the centerline of Grundy Street to Calhoun Street; thence northerly along the centerline of Calhoun Street to Gulf Beach Highway; thence westerly along the centerline of Gulf Beach Highway to Bainbridge Avenue; thence northeasterly along the centerline of Bainbridge Avenue to Eliasberg Street; thence easterly along the centerline of Eliasberg Street to South Fairfield Drive; thence northwesterly along the centerline of South Fairfield Drive to Jones Swamp Creek; thence easterly along the creek to New Warrington Road, continue along the western right-of-way line of New Warrington Road northward to the Doctor Farin Drive (Hwy.98) centerline and continue westerly along Doctor Farin Drive to the boundary of NTTC Corry Station; thence northward along the eastern boundary of said NTTC Corry Station to the point of beginning.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service Consent Item #: 2.

County Administrator's Report

Date: 04/07/2011
Issue: Renewal of Bayou Chico Sovereignty Submerged Lands Easement, Easement No. 00158 (3994-17)
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Renewal of Sovereignty Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Easement No. 00158 (3994-17), for Bayou Chico at "W" Street Sediment Catchment Basin - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the Sovereignty Submerged Lands Easement Renewal for Bayou Chico at "W" Street , Easement No. 00158 (3994-17):

- A. Approve accepting the Sovereignty Submerged Lands Easement Renewal, Easement No. 00158 (3994-17), from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the subaqueous utility water management structure (sediment catchment basin) in Bayou Chico, with an effective date of April 30, 2010, through April 30, 2060; and
- B. Authorize the Chairman to sign the Easement Renewal and any subsequent documents pertaining to this specific Easement Renewal, pending legal review and approval, without further action of the Board.

BACKGROUND:

At the June 26, 1990 BCC meeting, the Board approved the original easement, which was valid for 20 years, as part of a W Street drainage project at Bayou Chico. Subsequently, a sediment catchment basin was constructed in the northwest arm of Bayou Chico. This easement renewal will not only allow for the continued benefits of the improved water quality due to the sediment basin, but also for continued maintenance of the basin, currently managed by the Water Quality and Land Management Division. There are no new budgetary impacts as a result of this easement renewal, which is valid for 50 years.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorneys Office has approved the Easement Renewal as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for all such agreements.

IMPLEMENTATION/COORDINATION:

The Water Quality and Land Management Division has coordinated with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida thru the Florida Department of Environmental Protection on all matters concerning this Easement Renewal on behalf of the County.

Attachments

Sovereignty Submerged Lands Easement Renewal for Bayou Chico

This Instrument Prepared By:
Athena Baerga
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

NO. 00158(3994-17)
BOT FILE NO. 170139301

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Escambia County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Sections 33, 39 and 41,
Township 02 South, Range 30 West, in Bayou Chico,
Escambia County, as is more particularly described
and shown on Attachment A, dated January 17, 1990.

TO HAVE THE USE OF the hereinabove described premises from April 30, 2010, the effective date of this easement renewal, through April 30, 2060, the expiration date of this easement renewal. The terms and conditions on and for which this easement renewal is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a subaqueous utility water management structure/sediment catchment basin. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Escambia County, Florida
221 Palafox Place Suite 400
Pensacola, Florida 32502

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

16. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration, Division
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Escambia County, Florida (SEAL)
by its Board of County Commissioners

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Kevin White
Typed/Printed Name of Executing Authority

Original Signature

Chairman
Title of Executing Authority

Typed/Printed Name of Witness

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Kevin White as Chairman, for and on behalf of Board of County Commissioners of Escambia County, Florida. He is
personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No.

Printed, Typed or Stamped Name

ATTEST: Emie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date March 17, 2011

BCC Approved: _____

PARCEL "A"

Commencing at the intersection of the centerline of Seebrook Street (75' R/W) and the westerly R/W line of "W" Street (C.R. C-453, 80' R/W); thence run N 02° 55' 42" E along said westerly R/W line of "W" Street for 383.56 feet for the POINT OF BEGINNING; thence leaving said westerly R/W line of "W" Street run N 87° 29' 41" W for 138.11 feet to the westerly line of Section 41, T-2-S, R-30-W; thence run N 03° 15' 55" E along said westerly line of Section 41 for 58.29 feet; thence run S 84° 21' 28" E for 3.59 feet; thence run S 81° 53' 44" E for 134.74 feet to said westerly R/W line of "W" Street; thence run S 02° 55' 42" W along said westerly R/W line of "W" Street for 42.94 feet to the Point of Beginning. All lying and being in Section 41, T-2-S, R-30W, Escambia County, Florida and containing 0.16 acres, more or less.

PARCEL "B"

Commencing at the intersection of the centerline of Seebrook Street (75' R/W) and the westerly R/W line of "W" Street (C.R. C-453, 80' R/W); thence run N 02° 55' 42" E along said westerly R/W line of "W" Street for 383.56 feet thence leaving said westerly R/W line of "W" Street run N 87° 29' 41" W for 138.11 feet to the easterly line of Section 39, T-2-S, R-30W and the POINT OF BEGINNING; thence leaving said easterly line of Section 39 run N 85° 43' 01" W for 117.53 feet; thence run N 02° 55' 54" E for 85.87 feet; thence run S 58° 37' 10" E for 87.89 feet; thence run S 84° 21' 28" E for 88.17 feet to said easterly line of Section 39; thence run S 03° 15' 55" W along said easterly line of Section 39 for 58.29 feet to the Point of Beginning. All lying and being in Section 39, T-2-S, R-30-W, Escambia County, Florida and containing 0.17 acres, more or less.

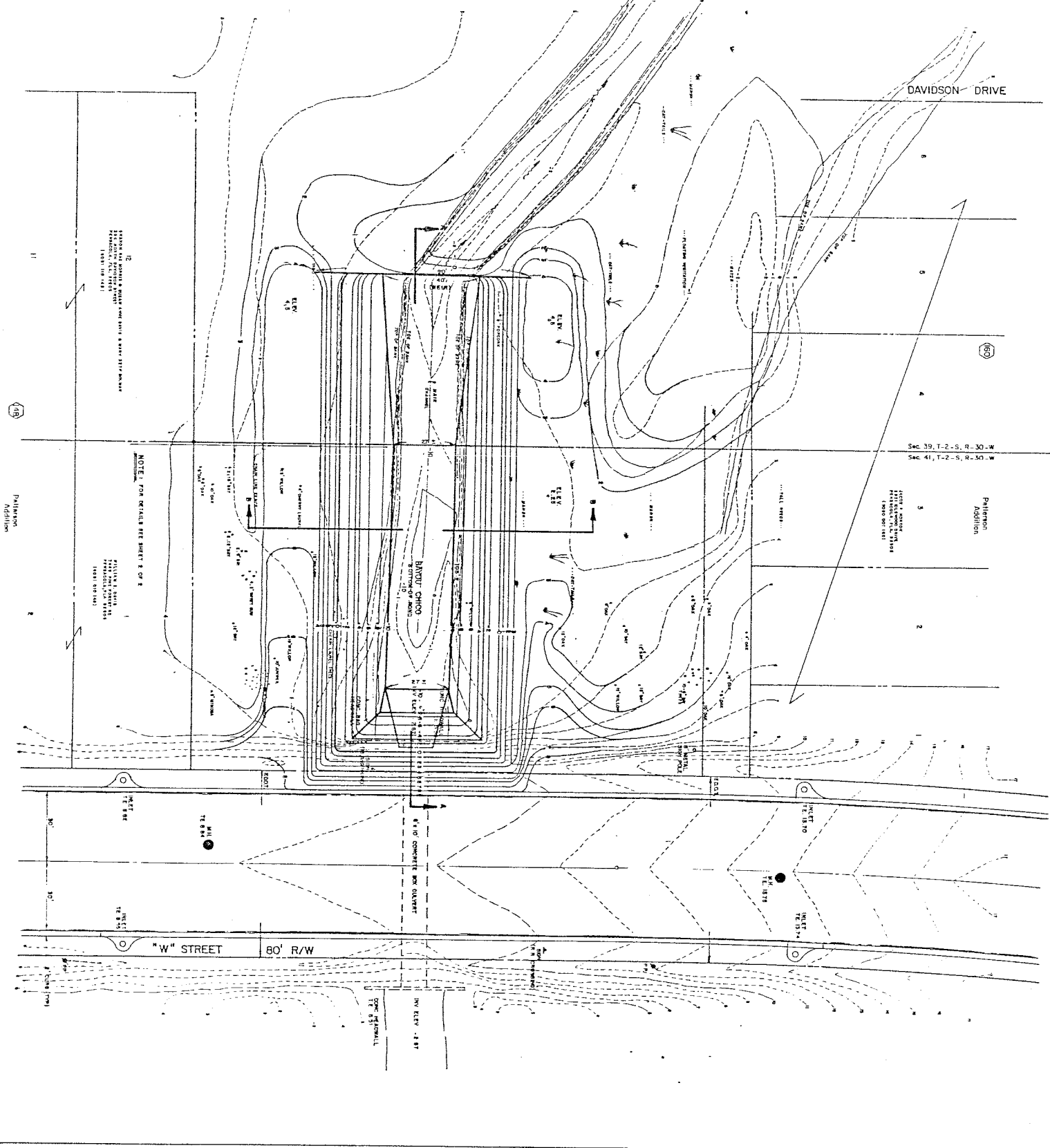
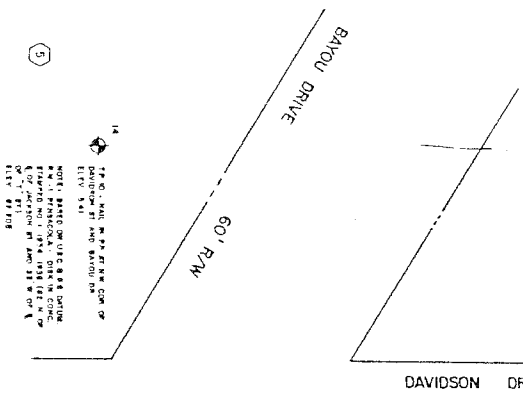
PARCEL "C"

Commencing at the intersection of the centerline of Seebrook Street (75' R/W) and the westerly R/W line of "W" Street (C.R. C-453, 80' R/W); thence run N 02° 55' 42" E along said westerly R/W line of "W" Street for 406.50 feet for the POINT OF BEGINNING; thence leaving said westerly R/W line of "W" Street run N 81° 53' 44" W for 134.74 feet; thence run N 84° 21' 28" W for 71.76 feet; thence run N 58° 37' 10" W for 87.89 feet; thence run N 02° 55' 54" E for 188.63 feet; thence run S 83° 00' 20" E for 118.77 feet; thence run S 71° 57' 27" E for 72.42 feet; thence run S 18° 48' 42" E for 85.88 feet; thence run N 27° 45' 41" E for 39.97 feet; thence run N 03° 00' 10" E for 24.59 feet; thence run S 87° 09' 20" E for 40.50 feet to said westerly R/W line of "W" Street and the point of curvature of a curve concave to the east; thence run along said westerly R/W line of "W" Street an arc distance of 35.38 feet (Ch = S 03° 38' 27" W for 35.38 feet) to the point of tangency; thence run S 02° 55' 42" W along said westerly R/W line of "W" Street for 110.85 feet to the Point of Beginning. All lying and being in Sections 39 and 41, T-2-S, R-30W, Escambia County, Florida and containing 0.87 acres, more or less.

SCALE: 1" = 20'



- GENERAL NOTES:**
1. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 2. The location of all utility lines shall be determined by the engineer in accordance with the Florida Department of Transportation Manual, Chapter 21, Part 4, Florida Statutes.
 3. The location of all utility lines shall be determined by the engineer in accordance with the Florida Department of Transportation Manual, Chapter 21, Part 4, Florida Statutes.
 4. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 5. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 6. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 7. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 8. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 9. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 10. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 11. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 12. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.
 13. All utility lines shown on this plan are assumed to be shown in place and are not to be removed or relocated.



<p>ENGINEERING SERVICES Department of Public Works, Escambia County, Florida Suite No. One, 1190 W. Leonard Street, Pensacola, Florida 32501-1118</p>		<p>I hereby certify the survey shown and described herein to be true and correct and in compliance with the requirements set forth by the Minimum Technical Standards for Surveyors (Chapter 21 Part 4, Florida Statutes)</p> <p>Date of Survey: _____ Signature: _____ Registered Land Surveyor No. _____ State of Florida _____</p>
<p>Project: "W" STREET AT BAYOU CHICO</p> <p>Scale: L - 3/16" = 1' - 0"</p>	<p>Surveyor: E. EDWARDS</p> <p>Client: 2 MON ROAD</p> <p>Sheet: L - 332 of 32</p> <p>Block: 42 - 63</p> <p>Section: 53, 58 & 41 / 13 / 30W</p>	<p>13 REVISIONS: TOPO & LOCATION CHANGED</p> <p>M.R. August 31, 1988</p>



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 3.

County Administrator's Report

Date: 04/07/2011
Issue: Community Center License and Management Agreement with West Escambia Senior Citizen Organization, Inc.
From: Marilyn Wesley, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Center License and Management Agreement with West Escambia Senior Citizen Organization, Inc. - Marilyn Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and West Escambia Senior Citizen Organization, Inc., for the Felix Miga Senior Citizen Center (Community Center), with an effective date of February 21, 2011.

BACKGROUND:

The Community Affairs Department, at the direction of the Board of County Commissioners, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations. The West Escambia Senior Citizen Organization, Inc. is the current management partner of the Felix Miga Senior Citizen Center.

The majority of the County-owned community centers operate under Community Center License and Management Agreements. A partially executed copy of the agreement has been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for such agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

The Community Affairs Department will coordinate all efforts on behalf of the County with the respective organization regarding the agreement.

Attachments

Felix Miga Community Center License and Management Agreement

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **21st** day of **February, 2011** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and the **West Escambia Senior Citizen Organization, Inc.**, a Florida not-for-profit corporation whose address is **904 North 57th Avenue, Pensacola, FL 32506** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Felix Miga Senior Citizen Center- 904 North 57th Avenue, Pensacola, FL 32506** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT. The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the

Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the **21st day of February, 2011** and ends on the **20th day of February, 2014.**

3. PAYMENT OF RENT. The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

4. NOTICES. Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

**County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502**

TO THE ORGANIZATION

**West Escambia Sr. Citizens Organization, Inc.
c/o Felix Miga Senior Citizens Center
904 North 57th Avenue
Pensacola, Florida 32506**

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All

improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. HEADINGS. Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an "additional insured" and

the “certificate holder”. Certificates must be mailed to **Community & Environment Bureau, 221 Palafox Place, Suite 210A, Pensacola, Florida 32502**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County’s sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization’s negligent performance of the Agreement. The Organization’s obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the

Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:

Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Kevin W. White, Chairman

This document approved as to form and legal sufficiency.

By: *Kristin Huff*

Title: ACT

Date: 3/4/11

ORGANIZATION:

West Escambia Senior Citizens Organization, Inc.

c/o Felix Miga Senior Citizens Center Print
904 North 57th Avenue
Pensacola, Florida 32506

Witness: *Pauline D. Edison*
Name: PAULINE D. EDISON

Witness: *Joyce Pollard*
Print Name: Joyce Pollard

By: *Lois Lindt*
Its: president

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2011, Lois Lindt, as President of West Escambia Senior Citizens Organization, Inc. He/She is personally known to me, or produced identification. Type of identification produced AL 7394851.

(Notary Seal)

Janice M. Floyd
Signature of Notary Public
Janice M. Floyd
Printed Name of Notary Public





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 4.

County Administrator's Report

Date: 04/07/2011
Issue: Community Center License and Management Agreement with Byrneville Community Center, Inc.
From: Marilyn Wesley, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Center License and Management Agreement with Byrneville Community Center, Inc. - Marilyn Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and Byrneville Community Center, Inc., for the Byrneville Community Center, with an effective date of October 8, 2010.

BACKGROUND:

The Community Affairs Department, at the direction of the Board of County Commissioners, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations. The Byrneville Community Center, Inc. is the current management partner of the Byrneville Community Center.

The majority of the County-owned community centers operate under Community Center License and Management Agreements. A partially executed copy of the agreement has been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for such agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

The Community Affairs Department will coordinate all efforts on behalf of the County with the respective organization regarding the agreement.

Attachments

Byrneville Community Center License and Management Agreement

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 8th day of **October, 2010** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Ste. 420 Pensacola, Florida 32502(County), and **the Byrneville Community Center, Inc.**, a Florida not-for-profit corporation whose address is **2760 Highway 4-A, Century, FL 32535** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **Byrneville Community Center- 1701 Highway 4-A Century, FL 32535** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT. The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the

Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the **8th** day of **October, 2010** and ends on the **7th** day of **October, 2013**.

3. PAYMENT OF RENT. The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

4. NOTICES. Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

Byrneville Community Center, Inc.
2760 Highway 4-A
Century, FL 32535

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All

improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. HEADINGS. Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and

the “certificate holder”. Certificates must be mailed to **Community & Environment Bureau, 221 Palafox Place, Suite 210A, Pensacola, Florida 32502**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County’s sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization’s negligent performance of the Agreement. The Organization’s obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the

Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Kevin W. White, Chairman
This document approved as to form
and legal sufficiency.

By: [Signature]
Title: HCA
Date: 3/4/11

ORGANIZATION:
Byrneville Community Center, Inc.
2760 Highway 4-A
Century, FL 32535

By: [Signature]
Its: President

Witness: [Signature]
Print Name: Calvin Dale Walker

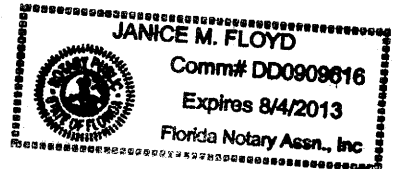
Witness: [Signature]
Print Name: Betty Porz

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March, 2011, Walter Porz, as President of Byrneville Community Center, Inc. He/She is () personally known to me, or (x) produced identification. Type of identification produced FLP 620 900472850

(Notary Seal)

[Signature]
Signature of Notary Public
Janice M. Floyd
Printed Name of Notary Public





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 5.

County Administrator's Report

Date: 04/07/2011
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Requests for Disposition of Property for the Public Works Bureau - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the nine Requests for Disposition of Property Forms, indicating twenty-one items, all of which are described and listed on the Requests, with reasons for disposition stated for each. The items are to be auctioned as surplus, traded to another Cost Center, or disposed of properly.

All surplus property listed on the Requests for Disposition of Property have been checked and declared either surplus to be auctioned, surplus to be traded to another Cost Center, or surplus to be disposed of properly. The Requests have been signed by all applicable authorities, including Division Manager, Bureau Chief, County Administrator, and, if applicable, an Information Technology Technician.

BACKGROUND:

All surplus property listed on the attached Requests for Disposition of Property has been checked and declared either surplus to be auctioned, surplus to be traded to another Cost Center, or surplus to be disposed of properly. The Requests have been signed by all applicable authorities, including Division Manager, Bureau Chief, County Administrator, and, if applicable, an Information Technology Technician.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, Disposing Bureau, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Request for Disposition of Property Signed Forms

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Public Works/Mosquito Control COST CENTER NO: 210901

Bob Betts DATE: 11/16/2010
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 937-2193

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	054177	Printer	TH2P44081	HPLJ	2005	Poor

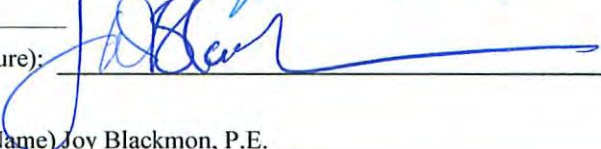
Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Rufus Smith
 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: 11/23/10
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name) Joy Blackmon, P.E.

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration Charles R. Oliver 2/3/11
 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: Public Works/Facilities Management COST CENTER NO: 210602

David W. Wheeler, CFM DATE: 12/9/2010
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54651	Dell Computer (David Lewis)	51JWV81	PP17L	2004	Bad


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Terrell A. Creel
 Print Name

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

Computer is Ready for Disposition

Date: 12/9/10 Information Technology Technician Signature: 

TO: County Administration Date: _____
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 2/3/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 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**

DATE: 2/16/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	27327	Tractor	UD710884	1700	1982	Needs Work

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

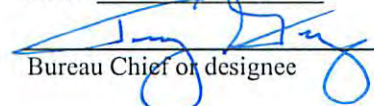
Disposing Dept. Escambia County Road Department


Property Custodian (Signature): Sherry Holland  Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/1/2011
 FROM: Escambia County Bureau Terry Gray 
 Bureau Chief or designee

RECOMMENDATION: Date: 3/18/11
 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 _____

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

DATE: 2/16/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 9990
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	27369	Tractor	C689072	5610	1982	Fair
2	27354	Tractor	C689080	5610	1982	Fair
		PLEASE REINSTATE TO	COST CENTER 210401			
		2 TRACTORS TO BE	SWAPPED #26215 & 27327			

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. _____

Property Custodian (Signature): Sherry Holland  Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 2/11/2011
FROM: Escambia County Bureau Terry Gray 
Bureau Chief or designee

RECOMMENDATION: Date: _____
TO: Board of County Commissioners
FROM: County Administration Charles R. Oliver 3/18/11
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**

DATE: 3/1/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401 & 210402
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	38853	Compactor/Tamper	Y-8527	MVC	1992	Poor
2	51052	Grinding Saw			2002	Poor
3	55402	Quick Cut Saw	165869866	TS4000-14	2006	Poor
		Any salvageable parts have been removed for use				

DISPOSAL METHOD: XX Junked Auction / Sold
 Donated Other: _____

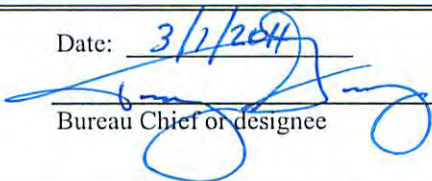
Disposing Dept. Escambia County Road Department

Property Custodian (Signature): Sherry Holland  Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/1/2011
 FROM: Escambia County Bureau Terry Gray 
 Bureau Chief or designee

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration Charles R. Oliver 3/18/11
 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**

DATE: 3/1/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210402
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	43988	Debris Vacuum	1994	40113	1996	Rusted Out
2	45003	Freon Recovery System	GDW341315	1234XL	1997	Doesn't Work
3	53898	Analyzer		AIT	2005	Doesn't Work

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): Sherry Holland *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/1/2011
FROM: Escambia County Bureau Terry Gray *Terry Gray*
Bureau Chief or designee

RECOMMENDATION: Date: _____
TO: Board of County Commissioners
FROM: County Administration Charles R. Oliver *Charles R. Oliver* 3/1/11
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**

DATE: 3/1/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210402
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	52981	Computer Dell	4V2CQ41	GX270	2004	Not Working
2	53072	Computer Dell	GTG3051	SX270	2004	Not Working
		Units Replaced with Newer Equipment				

DISPOSAL METHOD: Junked Auction / Sold
 Donated XXX Other: Go to Recycle

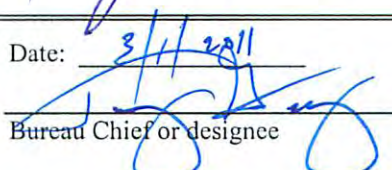
Disposing Dept. Escambia County Road Department

Property Custodian (Signature): Sherry Holland Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): Rufus Smith IV
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
XXX Send for recycling-Unusable

Computer is Ready for Disposition
 Date: 3/1/11 Information Technology Technician Signature: 

TO: County Administration Date: 3/1/2011
 FROM: Escambia County Bureau Terry Gray
 Bureau Chief or designee 

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration Charles R. Oliver 3/1/11
 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: Public Works COST CENTER NO: _____

Rhela Ransom

DATE: 2/8/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	55489	Computer	C7WP3C1	Dell Precision M65		Bad
	55488	Computer	G9WP3C1	Dell Precision M66		Bad
	55494	Computer	7VQ2TC1	Dell Precision M67		Bad
	55487	Computer	G8WP3C1	Dell Precision M68		Bad
	55486	Computer	18WP3C1	Dell Precision M69		Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Teresa Creel

Print Name

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

Computer is Ready for Disposition

Date: 2/8/11 Information Technology Technician Signature: 

TO: County Administration Date: 2-28-11

FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Joy D. Blackmon, PE

RECOMMENDATION:

Date: 2/28/11

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

Eng. Surplus

Date	Property Tag	Serial #	Model	Users Name	Condition
2/8/2011	55489	C7WP3C1	Dell Precision M65	Chris Curb	Bad
2/8/2011	55488	G9WP3C1	Dell Precision M66	Colby Brown	Bad
2/8/2011	55494	7VQ2TC1	Dell Precision M67	Cooper Saunders	Bad
2/8/2011	55487	G8WP3C1	Dell Precision M68	Mike Kirland	Bad
2/8/2011	55486	18WP3C1	Dell Precision M69	Christine Neu	Bad

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

DATE: 3/4/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210402
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	52504	Truck Flatbed	3FRXF7524V657972	F750	2004	Good
2	52505	Truck Flatbed	3FRXF7544V657973	F750	2004	Good
3	52546	Truck Flatbed	3FRXF75J04V657971	F750	2004	Good
		Trade-in for 3 new trucks	approved for purchase at BCC	Meeting	8/5/2010	

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: Trade-in value of \$30,900.00 for all 3 Trucks

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): Sherry Holland  Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 3/7/2011
FROM: Escambia County Bureau Terry Gray
Bureau Chief or designee 

RECOMMENDATION: Date: _____
TO: Board of County Commissioners
FROM: County Administration Charles R. Oliver 3/18/11
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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management and Budget Service Bureau

FROM: Amy Lovoy, Bureau Chief

DATE: July 8, 2010

ISSUE: The purchase of three 2011 Ford F-750 XL trucks for the Road Department PD 09-10.072;

RECOMMENDATION:

That the Board take the following action concerning the purchase of three 2011 Ford F-750 XL trucks for the Road Department PD 09-10.072;

Authorize the County to piggyback off the Florida Sheriff's Association contract #09-17-0908, Spec # 57 in accordance with the Code of Ordinance, Chapter 446, Article II, Section 46-44, Applications; Exemption; and Section 46-44 Board approval and award a purchase order to Hub City Ford Mercury Inc., for three 2011 Ford F-750 XL trucks , with specified options, in the total amount of \$177,372 which includes \$208,272 for three trucks less the trade-in value of \$30,900 for three 2004 Ford F-750 trucks property numbers 52504, 52505 and 52546. Funds are available from Fund 175, Transportation Trust Fund, Cost Center 210405.

BACKGROUND:

The three 2011 Ford F-750 trucks will replace three 2004 models currently in use by the Road Department for road maintenance and drainage projects in County Districts. The current 2004 models will remain in service until the 2011 models arrive, at which time they will be traded-in on the new models; thus the size of the County Fleet will not increase.

BUDGETARY IMPACT:

Funds are available from Fund 175, Transportation Trust Fund, Cost Center 210405.

LEGAL CONSIDERATIONS/SIGN-OFF: NA

PERSONNEL: NA

BCC: 08-05-2010

RE: The purchase of three 2011 Ford F-750 XL trucks for the Road Department;

Date: August 5, 2011

Page 2 of 2

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

In accordance with the Code of Ordinance, Chapter 446, Article II, Section 46-44, Applications; Exemption; and Section 46-44 Board approval.

IMPLEMENTATION REQUIREMENTS:

Purchasing will issue the purchase order.

COORDINATION WITH OTHER AGENCIES/PERSONS: NA

CONCUR: _____

Larry M. Newsom
Interim County Administrator



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 6.

County Administrator's Report

Date: 04/07/2011
Issue: Michigan Ave and Saufley Field Rd Sidewalk Enhancement Application
From: Larry Newsom
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Michigan Avenue and Saufley Field Road Sidewalk Enhancement Application – Larry Newsom, Assistant County Administrator

That the Board take the following action regarding Michigan Avenue and Saufley Field Road Pedestrian Sidewalks:

- A. Approve re-submittal of an Application for Transportation Enhancement Projects for pedestrian sidewalks from Denver Avenue to N.A.S. Saufley Field, on Michigan Avenue and Saufley Field Road (State Road 296 and County Road 296) for a total of 1.87 miles;
- B. Adopt a Resolution in support of an Application for Transportation Enhancement Projects for pedestrian sidewalks on Michigan Avenue and Saufley Field Road; and
- C. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO) Bicycle/Pedestrian Plan. Federal funds are available through a competitive application process to design and construct the sidewalks. The proposed project would construct new sidewalks from Denver Avenue to N.A.S. Saufley Field, on Michigan Avenue and Saufley Field Road, for a total of 1.87 miles, to connect with existing sidewalks along both sides of Michigan Avenue. The submittals must include a Resolution supporting the project adopted in conjunction with the approval to submit.

Federal and state funds are available for the higher priority projects as ranked by the TPO.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on March 16, 2011.

PERSONNEL:

Existing personnel will administer this application.

POLICY/REQUIREMENT FOR BOARD ACTION:

TPO staff will review the application in July. The TPO will be requested to approve a prioritized list of projects during August. Projects will be scheduled for design and construction in their order of priority.

IMPLEMENTATION/COORDINATION:

County transportation staff will submit the application to the Florida-Alabama Transportation Planning Organization staff.

Attachments

Submittal Form

Resolution

Map

**RE-SUBMITTAL APPLICATION
FOR TRANSPORTATION ENHANCEMENT PROJECTS
PREVIOUSLY SUBMITTED AND FOUND TO BE ELIGIBLE**

Date of Original Application: 05/26/2006 Date of Re-submittal: 04/01/2011

Project Sponsor: Escambia County Board of County Commissioners

Project Name: Michigan Ave / Saufley Field Rd Sidewalks

Project Description:

Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides of roadway, by connecting existing sidewalks within the corridor. The corridor is on Michigan Ave (SR-296) and Saufley Field Rd (CR-296) from Denver Ave to NAS Saufley Field a distance of approximately 1.87 miles

Contact: Thomas Brown, Jr

Title: Engineering Technician, Office of Transportation & Traffic Operations

Address: 3363 West Park Pl

Phone: 850-595-0272 Fax: 850-595-3405 E-mail: thomas_brown@co.escambia.fl.us

Choose 1 alternative:

- Please continue to rank this project and include the project in the TPO's Draft Transportation Improvement Program (TIP).
- Please do not continue to rank this project and do not include the project in the TPO's Draft Transportation Improvement Program (TIP).

Are you willing to administer all phases of above project through Local Agency Program (LAP) process? X yes no

IMPORTANT:

Any re-submittal not received by the May 16, 2011 deadline will be dropped from consideration for Enhancement funds.

Please inform TPO staff if your project is being constructed through another funding source.

Signature _____ Date: _____

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF AN APPLICATION FOR TRANSPORTATION ENHANCEMENT FUNDING FOR A PEDESTRIAN SIDEWALK ALONG MICHIGAN AVENUE AND SAUFLEY FIELD ROAD; ESTABLISHING A NEED FOR A PEDESTRIAN SIDEWALK; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF A PEDESTRIAN SIDEWALK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, a roadway known as Michigan Avenue/Saufley Field Road, State Road 296/CR 296, is located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a sidewalk along Michigan Avenue; and

WHEREAS, a sidewalk along Michigan Avenue, from Denver Avenue to N.A.S. Saufley Field, on Saufley Field Road, for a total of 1.87 miles, has been proposed and to the Florida-Alabama Transportation Planning Organization; and

WHEREAS, federal Surface Transportation Program funds are now available for transportation enhancement projects through the State of Florida Department of Transportation; and

WHEREAS, the sidewalk along Michigan Avenue appears to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the Florida Department of Transportation.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the proposed pedestrian sidewalk application has been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need on Michigan Avenue/Saufley Field Road for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for federal transportation enhancement funding of the sidewalk within the existing right-of-way for Michigan Avenue from Denver Avenue to N.A.S. Saufley Field, on Saufley Field Road, for a total of 1.87 miles.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

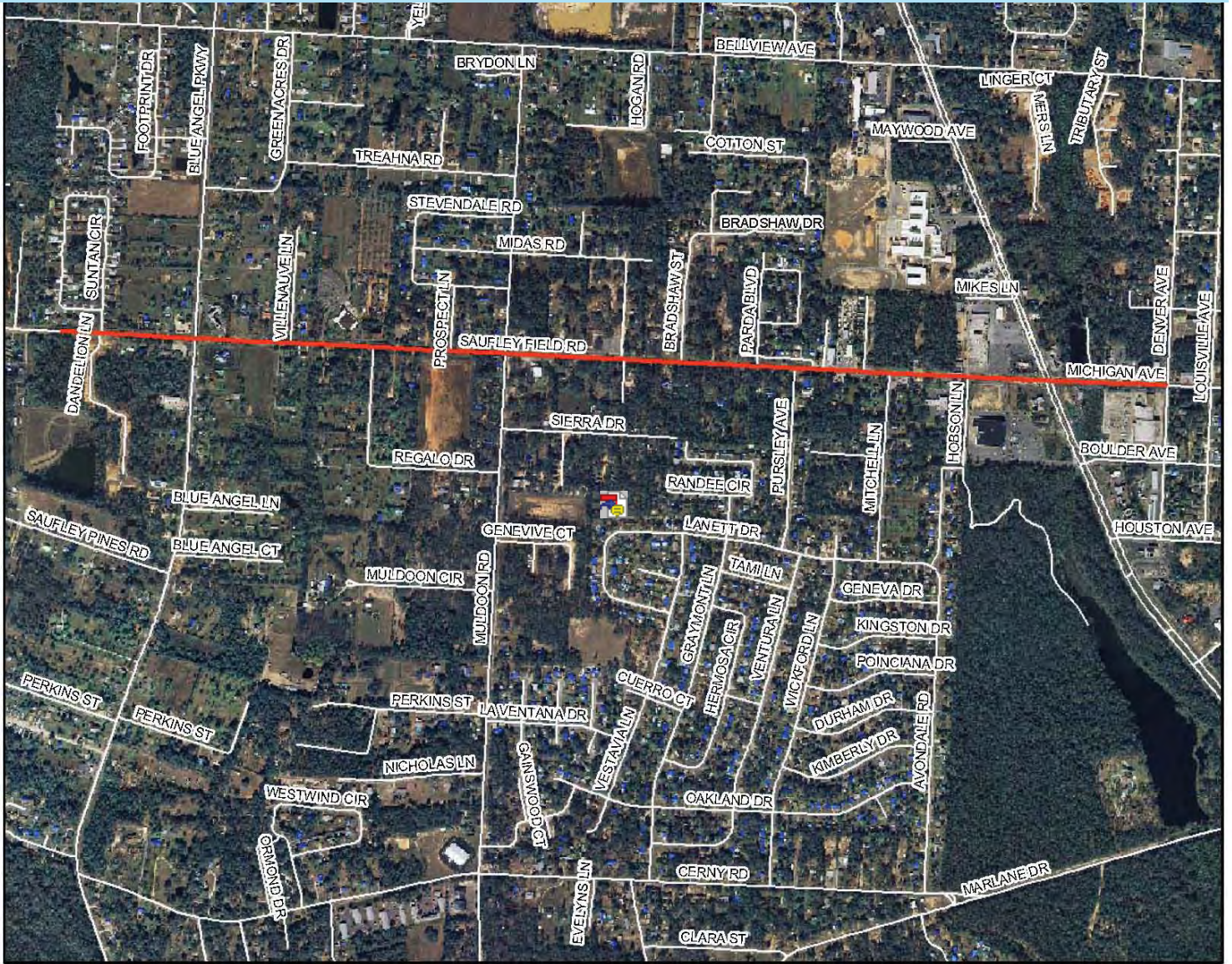
By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Kristin Neal
Title: ACF
Date: 3/16/11

Sidewalks - Michigan Avenue (SR 296) Denver Avenue to N.A.S. Saufley Field, on Saufley Field Road (CR 296)





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 7.

County Administrator's Report

Date: 04/07/2011
Issue: Request for Disposition of Property
From: Larry Newsom, Assistant County Administrator
Organization: Transportation & Traffic
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for Transportation and Traffic Division - Larry Newsom, Assistant County Administrator

That the Board approve the Request for Disposition of Property for the Transportation and Traffic Division for property which is no longer in service, has been damaged beyond repair and/or is obsolete and requires proper disposal, which is described and listed on the Disposition Form with Bureau and reason stated.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

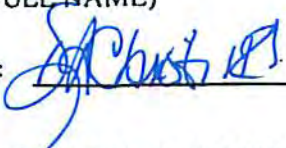
Attachments

Property Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Transportation and Traffic COST CENTER NO: 250701

Don Christian III DATE: 1/24/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3436

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49038	Cherry Hutch				

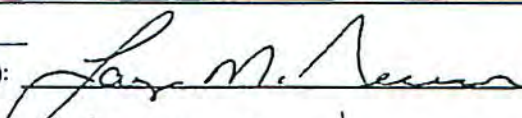
Disposal Comments: Not located during inventory

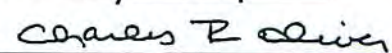
INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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: _____
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): LARRY M. Newson

RECOMMENDATION: Date: 2/24/11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver, CPA PE
 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

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 8.

County Administrator's Report

Date: 04/07/2011
Issue: Authorize Board to accept a previously recorded warranty deed
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Accept and Chairperson to Execute a Previously-Recorded Warranty Deed - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action to convey real property located at Airport Boulevard and Hedge Road to Escambia County:

A. Accept and approve for recording a Warranty Deed previously recorded in Official Records Book 4949, at Page 605, for real property located at Airport Boulevard and Hedge Road, Account Number 04-0550-110, Reference Number 35-1S-30-7218-001-002; and

B. Authorize the Chairperson to execute the Deed as of the day of delivery and to acknowledge the Board's acceptance at that time.

BACKGROUND:

In August 2002, the Department of Transportation prepared and recorded a Warranty Deed (Official Record Book 4949, Page 605) to convey a small piece of property located at Airport Boulevard and Hedge Road. However, all deeds to Escambia County must be submitted to the Board of County Commissioners for acceptance and this acceptance must be noted on the deed before it is recorded. The Warranty Deed recorded in Official Record Book 4949, Page 605 of the Public Records of Escambia County has not been accepted by the Board. This action will allow the re-recording of the deed with an acceptance page attached to it thus properly conveying the property to the County.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed with attached Acceptance document was approved as to form and legal sufficiency by Stephen West of the County Attorney's Office.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Section 46.139, Florida Statute.

IMPLEMENTATION/COORDINATION:

After Board approval, staff will re-record the deed.

Attachments

Airport & Hedge Backup

[Back](#)

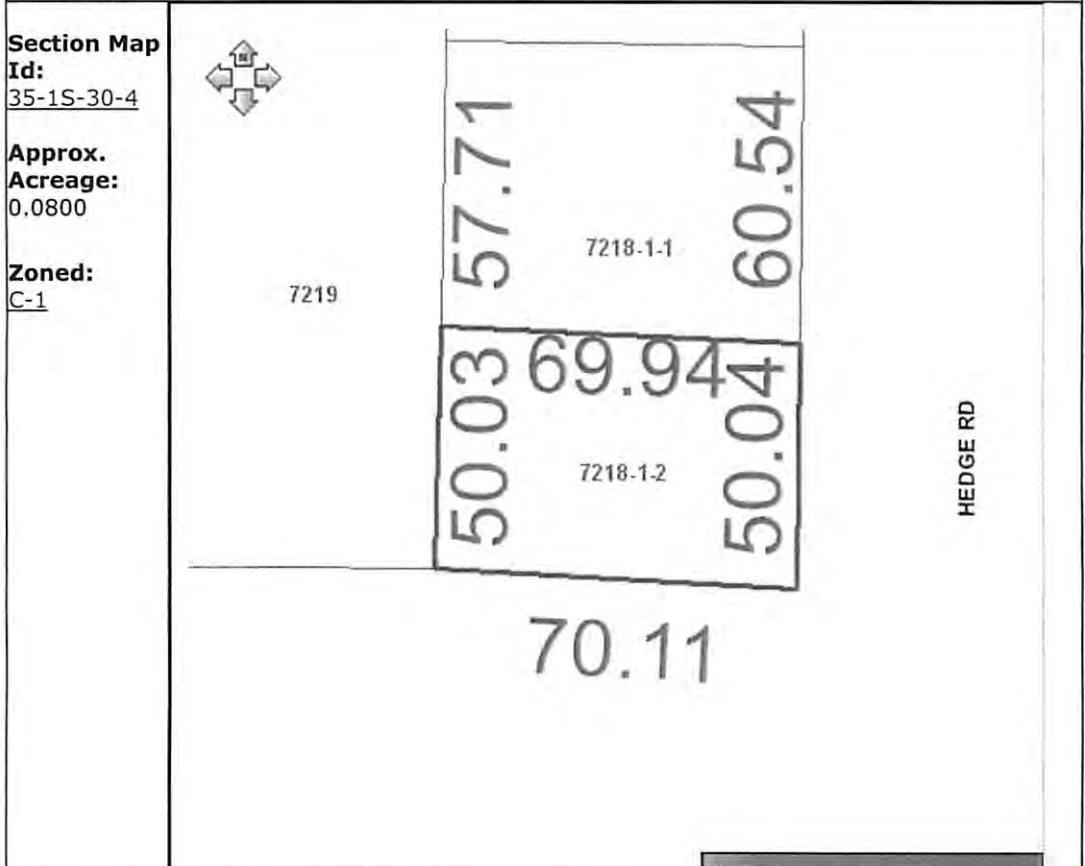
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	351S307218001002	Improvements:	\$0
Account:	040550110	Land:	\$16,630
Owners:	ESCAMBIA COUNTY	Total:	\$16,630
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	<i>Save Our Homes:</i>	\$0
Situs:		Disclaimer	
Use Code:	COUNTY OWNED	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	COUNTY OWNED	
08/2002 4949 605	\$100 WD View Instr		
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Legal Description	
		BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T CENTERLI OF SURVEY STATE RD...	
		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.

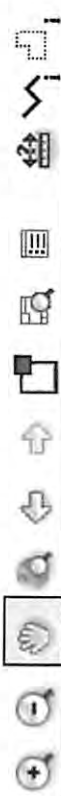
Escambia County Property Appraiser
351S307218001002 - Full Legal Description

BEG AT SW COR OF SEC 35 N 54 DEG 33 MIN 40 SEC E 4156 04/ 100 FT ALG S LI OF SD SEC 35 T CENTERLI OF SURVEY STATE RD 8-A (I-110)N 11 DEG 48 MIN 26 W 1012 85/100 FT ALG SD CENTERLI TO PT ON TANG CURVE TO RT CONCAVE ELY NWLY ALG SD CENTERLI OF SURVEY & CURVE HAVING RADIUS 5729 65/100 FT DIST OF 1184 45/100 FT THRU CNETRAL ANG 11 DEG 50 MIN 40 SEC TO INTER WITH CENTERLI OF SURVEY OF AIRPORT BLVD (KILBEE AVE) & END OF CURVE S 88 DEG 59 MIN 27 SEC E 568 06/ 100 FT ALG SD CENTERLI OF SURVEY OF AIRPORT BLVD N 0 DEG 50 MIN 58 SEC W 45 FT TO INTER OF ELY LI OF PROP DESC IN OR 1394 P 511 WITH EXISTING NLY R/W LI OF AIRPORT BLVD N 0 DEG 50 MIN 58 SEC E 38 48/ 100 FT ALG SD ELY PROP LI FOR POB CONT N 0 DEG 50 MIN 58 SEC E 50 03/100 FT ALG SD ELY PROP LI S 87 DEG 5 MIN 17 SEC E 69 94/100 FT TO WLY R/W LI OF HEDGE RD S 0 DEG 39 MIN 8 SEC W 50 04/100 FT N 87 DEG 5 MIN 17 SEC W 70 11/100 FT TO POB OR 4949 P 605



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.



[Print Tool](#) [Copy Map Image](#)

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

Reference: 35-1S-30-7218-001-002
Account: 04-0550-110
Section Map: 35-1S-30-4
Situs:
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 8/2002, \$100
Property Use: COUNTY OWNED
Approx. Acreage: 0.0800
Building Count: 0
Total Heated Area: 0
Zoned: C-1



Include radius in selection (5280 ft max)

ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr Auto Select
Lookup Results

Ex: 012N334444555666

701-GWD.01-11/00

June 28, 2001

This instrument prepared by,
or under the direction of,

Bob Deal
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Abby Schaefer

Parcel	1111.1
Item/Segment No.	2224691
Managing District	3
S.R. No.	8-A (I-110)
County	Escambia

WARRANTY DEED

THIS WARRANTY DEED Made the 2 day of August, 2002 by MARGUERITE C. ROBISON, grantor, to ESCAMBIA COUNTY, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

A parcel of land being in the Francisco Vidall Grant, Section 35, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a 4 inch by 4 inch concrete monument (no I.D.) marking the southwest corner of said Section 35; thence North 54°33'40" East 4,156.04 feet along the south line of said Section 35 to the centerline of survey of State Road 8-A (I-110), as shown on F.D.O.T. Right of Way Map 48270-2400 (F.P. #2224691) (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 11°48'26" West 1,012.85 feet along said centerline of survey to a point on a tangent curve to the right (concave easterly); thence northwesterly along said centerline of survey and curve, having a radius of 5,729.65 feet, for a distance of 1,184.45 feet, through a central angle of 11°50'40" to an intersection with the centerline of survey of Airport Boulevard (Kilbee Avenue), as shown on said Right of Way Map, and end of curve; thence South 88°59'27" East 568.06 feet along said centerline of survey of Airport Boulevard; thence departing said centerline of survey, run North 00°50'58" West 45.00 feet to an intersection of the easterly line of that certain property as described in Official Records Book 1394, Page 511, of the Public Records of Escambia County, Florida, with the existing northerly right of way line of Airport Boulevard, as shown on said Right of Way Map; thence departing said right of way line, continue North 00°50'58" East 38.48 feet along said easterly property line to POINT OF BEGINNING; thence continue North 00°50'58" East 50.03 feet along said easterly property line; thence departing said property line, run South 87°05'17" East 69.94 feet to the existing westerly right of way line of Hedge Road, as shown on said Right of Way Map; thence South 00°39'08" West 50.04 feet along said right of way line; thence departing said right of way line, run North 87°05'17" West 70.11 feet to POINT OF BEGINNING;

Containing 3,501 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

MARGIE ROBINSON
Margie Robinson
Print Name:

Marguerite C. Robison
Marguerite C. Robison

[Signature]
Print Name: Scott J. Hodges

Address of grantor:
6306 WHITE OAKS DRIVE
PENSACOLA, FL 32503

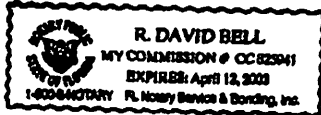
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day 02 AUG 2002, by MARGUERITE C. Robison, who is personally known to me or who has produced _____ as identification.

R D Bell

(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____

Affix Seal



RCD Aug 05, 2002 09:43 am
Escambia County, Florida

ERNIE LEE MABANA
Clerk of the Circuit Court
INSTRUMENT 2002-992131

ACCEPTANCE

This deed was accepted by Escambia County, Florida on the _____ day of _____, 2011, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title *Asst. County Attorney*
Date *March 14, 2011*



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 9.

County Administrator's Report

Date: 04/07/2011
Issue: Out-of-County Travel Authorization
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel Authorization - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board authorize out-of-County travel for any member of the Commission wishing to participate in the Northwest Florida Defense Coalition Meeting, with representatives of the Pentagon and Congressional Delegation in Washington, D.C., on May 10-11, 2011.

BACKGROUND:

The Northwest Florida Defense Coalition brings community leaders from the five counties of Northwest Florida together to address common issues facing the area's economic environment and military presence. Meetings will take place with Pentagon officials on Tuesday, May 10, 2011, and Congressional leaders on Wednesday, May 11, 2011.

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 C {4}, requires Commission approval for out of County travel by Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 10.

County Administrator's Report

Date: 04/07/2011
Issue: Reappointment to the Escambia County Planning Board
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointment to the Escambia County Planning Board - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve reappointing Steven Barry to fill the at-large position on the Escambia County Planning Board for a two-year term, effective April 16, 2011, through April 15, 2013.

BACKGROUND:

Mr. Barry has expressed the desire to serve another term. His Resume is attached for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section IB, of the Board of County Commissioners Policy Manual, Board approval is required for all appointment / reappointments to Board and committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume

Steven Barry

10975 Country Ostrich Dr
Pensacola, Fl 32534
850-341-2424 cell
850-505-0334 office

Employment

03/06 -- Present Independent Practice -- Steven Barry, CFP™
01/01 -- 02/06 Independent Contractor -- American Express Financial
Advisors, Inc.
08/99 -- 12/00 Employee -- American Express Financial Advisors, Inc.

Education and Licenses

1993 -- J.M. Tate High School
1997 -- University Of West Florida -- B.A. -- Financial Accounting
1999 -- NASD Series 7 -- General Securities Agent
1999 -- State of Florida -- Life, Health, and Variable Annuity Agent
2000 -- NASD Series 63 -- Uniform Securities Agent
2001 -- Certified Financial Planner™ Practitioner
2006 -- State of Florida -- General Lines Agent -- Property and Casualty
2008 -- NASD Series 24 -- General Securities Principal

Community Involvement

Rotary Club of Cantonment -- Board/Past Treasurer
Miracle League of Pensacola -- Board/Current Treasurer
Escambia County Foundation for Excellence -- Board/Current Chairperson
Covenant Hospice -- Leadership Council
Pace Center for Girls -- Board
Fire Services Citizens Advisory Committee - Chairperson



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 11.

County Administrator's Report

Date: 04/07/2011
Issue: Reappointment to the Escambia County Board of Adjustment
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointment to the Escambia County Board of Adjustment - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve reappointing David Karasek to fill the at-large position on the Escambia County Board of Adjustment for a two-year term, effective April 16, 2011, through April 15, 2013.

BACKGROUND:

Mr. Karasek has expressed the desire to serve another term. His Resume is attached for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section IB, of the Board of County Commissioners Policy Manual, Board approval is required for all appointment / reappointments to Board and committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume

David Karasek

6198 Green Acre Drive
Pensacola, FL 32526
850-393-0173 Cell
850-944-7706 Home

Employment

01/78 - 03/08 Florida Highway Patrol
01/77 - 01/78 Gator Distributors
06/71 - 01/77 United States Air Force

Education and Appointments

1971 - Escambia High School
1971 - Basic Military Training
1972 - Basic Military Training Instructor School
1974 - Air Traffic Controller School
1978 - Florida Highway Patrol (FHP) Training Academy
1981 - FHP Traffic Homicide School
1981 - Promotion to FHP Homicide Investigator
1982 - Promotion to FHP Sergeant
1982 - Promotion to FHP Lieutenant
1988 - Assigned to the FHP Training Academy
1991 - Promotion to FHP Captain
1991 - 2008: FHP District Commander for the Pensacola District
2008 - Retired from the Florida Highway Patrol with the rank of Major
2009 - Filed as a candidate for the Florida House of Representatives,
District 2.

Sep 02 10 07:21a

David M Karasek

8509447706

p.3

David Karasek

Attended various Law Enforcement Leadership and Management courses to include:

**Top Level Management School
Leadership School
Advanced Line Supervision School
Drug Interdiction School
FEMA IS-00800.A: National Response Training
FEMA IS-00200: Single Resources and Initial Action Incidents
Instructor Techniques School
Firearms Instructor School
Driving Instructor School**

Organizations - Community Involvement

**Bellview Athletic Association – Vice President
1st Judicial Chiefs Association - Vice President
Warrington Elks
Masonic Lodge 15
American Legion
Community Alcohol & Drug Council Board Member
Rotary Club of Cantonment
Women for Responsible Legislation Club
Woman's Federated Republican Club
Republican Executive Club
Republican Club**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service Consent Item #: 12.

County Administrator's Report

Date: 04/07/2011
Issue: Disposition of County Surplus Property
From: Ron Sorrells
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Human Resources Department for property which is described and listed on the Disposition Forms, with Department and reason for disposition stated.

BACKGROUND:

n/a

BUDGETARY IMPACT:

n/a

LEGAL CONSIDERATIONS/SIGN-OFF:

n/a

PERSONNEL:

n/a

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

n/a

Attachments

Request for Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: M&BS, Human Resources COST CENTER NO: 140601

Ron Sorrells
 Property Custodian (PRINT FULL NAME) DATE: 2/23/2011

Property Custodian (Signature): *Ron Sorrells* Phone No: 595-4680

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47829	Computer Laptop	Service Tag V169A	PPI	1999	Broken

Disposal Comments: Given age and condition, not economically feasible to repair.

BAD MOTHERBOARD / BROKEN
 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: 1 MAR 11 Information Technology Technician Signature: *David Scruggs*

TO: County Administration Date: 3/10/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *Amy Loring*
 Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 3/10/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, 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
 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: M&BS, Human Resources COST CENTER NO: 140601

Ron Sorrells DATE: 2/23/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Ron Sorrells* Phone No: 595-4680

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48063	Desk, credeuza, & hutch	n/a		1999	

Disposal Comments: Items were dismantled and used for spare parts.

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: 3/11/10

FROM: Escambia County Bureau Bureau Chief (Signature): *Ang Loney*

Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 3/10/11

TO: Board of County Commissioners
 FROM: County Administration

Charles R. Oliver

Charles R. "Randy" Oliver, 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

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: M&BS, Human Resources COST CENTER NO: 140601

Ron Sorrells DATE: 2/23/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Ron Sorrells* Phone No: 595-4680

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	33257	Recorder Cassette			1986	Broken

Disposal Comments: Tap drive does not work - not economical to repair given age.

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: 3/11/10
 FROM: Escambia County Bureau Bureau Chief (Signature): *Ang Long*

Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 3/10/11

TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver, 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

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 13.

County Administrator's Report

Date: 04/07/2011
Issue: Reduce the number of inspection trips by using Multiple-Licensed Inspectors
From: T. Lloyd Kerr, AICP
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multiple-Licensed Inspectors for the Building Inspections Division - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning State-licensed building inspectors:

- A. Reduce the number of residential building inspection trips from 22 to 8 over the next 18 months by using multiple-licensed inspectors and adjusting compensation for inspectors as additional licenses are obtained;
- B. Review and adopt a multiple-license incentive for each single-State license position within the Building Inspections Division;
- C. Review and adopt an initial adjustment of the current starting salary of 5% for each single State-licensed position within the Building Inspections Division, bringing starting wages into a comparable range with other jurisdictions;
- D. Compensate single State-licensed individuals an additional 5% of their current salary for each additional field inspection category license currently held or as acquired from the State of Florida, Department of Business Professional Regulations, to a maximum salary increase of 10%;
- E. Compensate single State-licensed individuals an additional 15% of their current salary for a 1&2 Family Dwelling State Field Inspection License currently held or as acquired from the State of Florida, Department of Business Professional Regulations;
- F. Compensate State-licensed individuals an additional 5% of their salary for each plan review category license currently held or as acquired from the State of Florida, Department of Business Professional Regulations. These inspectors would be required

to use their State license in those categories;

G. Maximum salary increase for any inspector for multiple licenses is 15%; and

H. Eliminate one Building Inspection position.

[Funding Source: Fund 406, Building Inspections Fund, Cost Centers 250107, 250108, 250109, 250116]

BACKGROUND:

Florida Statute 468 requires individuals to be licensed with the Department of Building and Professional Regulation (DBPR) in order to conduct the required construction inspections of work performed, and to approve construction plans for permitting purposes, in conformance with the regulated trade categories of Building, Mechanical, Electrical or Plumbing Construction within the State of Florida. The DBPR Building Code Administrators and Inspectors Board issues a state license and license number to an individual after successfully passing both the Florida Principles and Practices Exam, and the specific regulated trade examination they wish to work in.

All current county job classifications within the Building Inspection Division are single trade state license positions. It is possible and common practice for an individual to possess multiple trade category state licenses. Many jurisdictions use this "Combination" approach in staffing their Building Inspections Departments to reduce; overall operation costs, confusion, vehicle costs, fuel, streamline inspection scheduling, permitting delays, and plan review delays. Multiple licensed individuals are an economical and viable solution for Counties facing budget constraints. A Multiple Licensed Individual is allowed to inspect and/or conduct the required Plan Reviews of any category for which they possess a state license. Escambia County would also benefit by reducing the number of trips required by state codes for trade inspections.

BUDGETARY IMPACT:

All budgetary impacts will be absorbed by the 406 Fund Enterprise Account.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration not required.

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

That the Board review and approve this recommendation.

IMPLEMENTATION/COORDINATION:

Inspector's Personnel Action Form will require approval by the Human Resource Dept.

This recommendation co-ordinated between Development Services Dept. and the County Administration Office, and recommended by the Inspections Fund Advisory Board (IFAB).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 14.

County Administrator's Report

Date: 04/07/2011
Issue: Resolution - DEP Conveyance of Escambia Wood Treating Property to the City of Pensacola
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Resolution Supporting the Department of Environmental Protection's Conveyance of Real Property (Remediated Escambia Wood Treating Company Site) to the City of Pensacola - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board adopt the Resolution supporting the conveyance of real property (Remediated Escambia Wood Treating Company Site) to the City of Pensacola from the Florida Department of Environmental Protection for redevelopment that will enhance the City's tax base using City resources; providing, however, that the City's redevelopment plan for the Property preserves the current tax increment financing for the Palafox Redevelopment Area. The County will provide resources and support at cost; however, no other resources of the County shall be provided.

BACKGROUND:

The property commonly known as the Escambia Wood Treating Company site (Property) was included on the National Priority List for Superfund remediation by the United States Environmental Protection Agency (EPA). EPA and the Florida Department of Environmental Protection (DEP) partnered to facilitate remediation of the Property.

Escambia County's Department of Community and Environment spends countless hours in planning, supervising and monitoring the remediation of this site to ensure the community is protected, and the remediation of the soil contamination on the Property is almost complete.

Approximately one-third of the Property is within the jurisdictional limits of the City of Pensacola (City) and two-thirds is within the unincorporated areas of Escambia County (County). The City and the County agree that redevelopment of the Property is best addressed by a single entity that can manage the project including design, permitting,

infrastructure and incentives to meet the needs of the end user.

The City of Pensacola wishes to expand its tax base, and the City and the County wish to work together in the spirit of cooperation to ensure that the Property is redeveloped and enhances the economy of the region;

Escambia County supports conveyance of the remediated Escambia Wood Treating Company site to the City of Pensacola from the Florida Department of Environmental Protection (DEP) for redevelopment that will enhance the City's tax base using City resources; provided, however, that the City's redevelopment plan for the Property preserves the current tax increment financing for the Palafox Redevelopment Area.

In support of the City's redevelopment plan, the County will provide resources and support at cost; however, no other resources of the County shall be provided.

BUDGETARY IMPACT:

In support of the City's redevelopment plan, the County will provide resources and support at cost; however, no other resources of the County shall be provided.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and signed-off on the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - DEP

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE CONVEYANCE OF REAL PROPERTY TO THE CITY OF PENSACOLA FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property commonly known as the Escambia Wood Treating Company site (Property) was included on the National Priority List for Superfund remediation by the United States Environmental Protection Agency (EPA); and

WHEREAS, EPA and the Florida Department of Environmental Protection (DEP) partnered to facilitate remediation of the Property; and

WHEREAS, Escambia County's Department of Community and Environment spend countless hours in planning, supervising and monitoring the remediation of this site to ensure the community is protected; and

WHEREAS, the remediation of the soil contamination on the Property is almost complete; and

WHEREAS, approximately one-third (1/3) of the Property is within the jurisdictional limits of the City of Pensacola (City) and two-thirds (2/3) within the unincorporated areas of Escambia County (County); and

WHEREAS, the City and the County agree that redevelopment of the Property is best addressed by a single entity that can manage the project including design, permitting, infrastructure and incentives to meet the needs of the end user; and

WHEREAS, the City of Pensacola wishes to expand their tax base; and

WHEREAS, the City and the County wish to work together in the spirit of cooperation to ensure that the property is redeveloped and enhances the economy of the region;

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

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

Section 2. Escambia County hereby supports conveyance of the remediated Escambia Wood Treating Company site to the City of Pensacola from the Florida Department of Environmental Protection (DEP) for redevelopment that will enhance the City's tax base using City resources; provided, however, that the City's redevelopment plan for the Property preserves the current tax increment financing for the Palafox Redevelopment Area.

Section 3. In support of the City's redevelopment plan, the County will provide resources and support at cost; however, no other resources of the County shall be provided.

Section 4. This Resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

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

(SEAL)

BCC Approved: _____

This document approved as to form and legal sufficiency.

By: [Signature]

Title Asst. County Attorney

Date April 1, 2011



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 04/07/2011
Issue: FY 2010/2011 Letter of Agreement with the Agency for Health Care Administration
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2010/2011 Letter of Agreement with the Agency for Health Care Administration (AHCA) - Amy Lovoy, Management & Budget Services Department Director

That the Board approve the 2010/2011 Letter of Agreement between Escambia County and AHCA, in the amount of \$1,828,482, to allow local government dollars to be used to "buy back" Medicaid reimbursement reductions on behalf of Sacred Heart Hospital.

BACKGROUND:

When hospitals provide Medicaid services to citizens, they are reimbursed with federal pass-through dollars and State funding. The state has reduced the rate they will reimburse for these services, thus reducing the matching funds from the federal government. This agreement allows local dollars to supplant the State reductions and prevent the reduction in the Medicaid reimbursement rates.

BUDGETARY IMPACT:

This agreement will allow the County to transmit \$1,828,482 to prevent the reduction in the Medicaid reimbursement rates to Sacred Heart hospital.

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by legal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

AHCA Buyback Agreement Sacred

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into duplicate on the _____ day of _____, 2011, by and between Escambia County (Sacred Heart), (the County) and the State of Florida, through its Agency for Health Care Administration, (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2010-11, passed by the 2010 Florida Legislature, the County and the Agency agree that the County will remit to the State an amount not to exceed a grand total of \$1,828,482.
 - a) The County and the Agency have agreed that these funds will only be used to increase the provision of Medicaid funded health services to the people of the County and the State of Florida at large.
 - b) The increased provision of Medicaid funded health services will be accomplished through the buy back of the Medicaid inpatient and outpatient trend adjustments up to the actual Medicaid inpatient and outpatient cost but not to exceed the amount specified in the Appropriations Act for public hospitals, including any leased public hospital found to have sovereign immunity, teaching hospitals as defined in section 408.07 (45) or 395.805, Florida Statutes, which have seventy or more full-time equivalent resident physicians, designated trauma hospitals and hospitals not previously included in the GAA.
2. The County will pay the State an amount not to exceed the grand total amount of \$1,828,482. The County will transfer payments to the State in the following manner:
 - a) The first quarterly payment of \$457,122, for the months of July, August, and September, is due upon notification by the Agency.
 - b) Each successive payment of \$457,120 is due as follows, November 1, 2010, March 31, 2011 and June 15, 2011.
 - c) The State will bill the County each quarter payments are due.
3. The enhanced FMAP is in effect for the first six months of SFY 2010-11. Any payments made by the Agency on or after January 1, 2011, will not be eligible for the enhanced FMAP. Therefore, the County will be responsible for funding the State share required as a result of the reduced FMAP. If funding is not adequate due to the FMAP change, the State will reduce the rate to the level of funded by the County.
4. Timelines: This agreement must be signed and submitted to the Agency no later than May 31, 2011, to be effective for SFY 2011.

5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the hospitals to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid activities.
8. This Letter of Agreement is contingent upon the State Medicaid Hospital Reimbursement Plan reflecting 2010-11 legislative appropriations being approved by the federal Centers for Medicare and Medicaid Services.
9. This Letter of Agreement covers the period of July 1, 2010 through June 30, 2011.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

COUNTY:

Board of County Commissioners
Escambia County, Florida

State of Florida

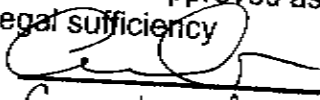
Kevin W. White, Chairman

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency

By 
Title County Attorney
Date 3/9/11



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 2.

County Administrator's Report

Date: 04/07/2011
Issue: Interfund Loans
From: Amy Lovoy, Department Director
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Interfund Loans - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning an Interfund Loan:

- A. Extend the interfund loan from the Local Option Sales Tax Fund II (351) to the Disaster Recovery Fund (112), in the amount of \$17,252,149, until September 30, 2012, to allow the final closeout of Project Worksheets associated with Hurricanes Ivan and Dennis.
- B. Approve forgiving interest payments on this interfund loan; and
- C. Approve the write-off of the remaining 2001 interfund loan between the Internal Service Fund (501) and the Economic Development Fund (102), in the amount of \$554,479.

BACKGROUND:

In 2001 the Board approved an an interfund loan in the amount of \$1,933,535 from the County's Internal Service Fund to the Economic Development Funt to finance the purchase of land for Central Commerce Park. This loan was to be repaid from land sales at the various County-owned commerce parks. However, there have been no land sales made since 2007, and it appears doubtful that these land sales will be sufficient to repay the loan. This Board action will allow this loan to be written off the County's books.

In 2004 the Board approved a serious of interfund loans in the total amount of \$45,000,000 from the Local Option Sales Tax II Fund to the Disaster Recovery Fund to pay for hurricane related recovery costs until reimbursements were received from FEMA and the State of Florida. There is a total of \$17,252,149 remaining on this loan.

Close-out of these project worksheets continues. As project worksheets are closed, they are sent to the State, then to FEMA. Since reimbursements on many of these project worksheets will exceed \$1,000,000, each will have to be approved by Congress.

BUDGETARY IMPACT:

The Internal Service Fund's net assets exceeds its total liabilities; therefore forgiving the loan will not materially impact this fund and will stop interest accruing and being paid by the Economic Development Fund.

The General Fund is the funding source for interest payments on the disaster recovery loan. By forgiving the interest payments the General Fund will no longer be required to pay the interest to the Local Option Sales Tax fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 3.

County Administrator's Report

Date: 04/07/2011
Issue: Santa Rosa Island Authority Budget Amendment
From: Amy Lovoy, Management & Budget Services Bureau
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Santa Rosa Island Authority's Fiscal Year 2011 Budget - Amy Lovoy, Management & Budget Services Department Director

That the Board approve amending the Santa Rosa Island Authority's Fiscal Year 2011 Budget, to recognize disaster-related reimbursements from FEMA (Federal Emergency Management Agency) in the amount of \$150,000, and to appropriate these funds for additional trolley operational costs.

BACKGROUND:

The Santa Rosa Island Authority has received FEMA reimbursements from disaster related costs and wishes to appropriate these funds for additional trolley operations.

BUDGETARY IMPACT:

This action will allow SRIA to increase their budget by \$150,000 for trolley operations on the Island.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SRIA Budget Increase Request



March 10, 2011

SANTA ROSA ISLAND AUTHORITY

MEMORANDUM

TO: Amy Lovoy, Management and Budget Services Bureau Chief

FROM: Dottie Ford, Director of Finance

Subject: Santa Rosa Island Authority's Amendment to FY 2011 Budget

The Santa Rosa Island Authority is requesting to amend our budget. We are requesting to use \$150,000 of FEMA reimbursement to be added to our Trolley Operations Account.

Thank-you



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 4.

County Administrator's Report

Date: 04/07/2011
Issue: Supplemental Budget Amendment #137 - Escambia County Area Transit JARC (Job Access Reverse Commute) and New Freedom Grants
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #137 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #137, Mass Transit Fund (104) in the amount of \$105,500, to recognize proceeds from the Florida/Alabama Transportation Planning Organization (TPO), which is a pass-through from the Federal Transit Administration, and to appropriate these funds to be used for Federal Transit Administration Job Access and Reverse Commute (JARC) Program and New Freedom Program being administered by Escambia County Area Transit System (ECAT).

BACKGROUND:

The Florida/Alabama TPO has received grant funding for the Federal Transit Administration Job Access and Reverse Commute (JARC) Program and New Freedom Program. The JARC Program was established to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to obtain and maintain employment. The New Freedom Program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. Lack of adequate transportation to work is a primary barrier for individuals with disabilities. The TPO awarded ECAT this funding to operate these programs.

The Board approved the agreement for ECAT to operate these programs on January 06, 2011. However at the time, the New Freedom Program was approved for \$85,000 and the JARC Program was approved for \$20,000. The New Freedom Program will actually be for \$85,500 instead of what was originally approved.

BUDGETARY IMPACT:

This amendment will increase Fund 104 by \$105,500. There is a 50% match for the JARC Program which will come from ECAT's current operating budget. The New Freedom Program has a 20% match which will be paid from the Florida State toll revenue credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 137

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget; and

WHEREAS, Escambia County Area Transit was awarded two grants from the Florida/Alabama Transportation Planning Organization, and these funds now must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Mass Transit Fund Name	104 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
JARC	104	new	\$20,000
New Freedom	104	new	85,500
Total			\$105,500

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Fixed Route Bus Costs	104/220220 (new)	53404	\$20,000
Fixed Route Bus Costs	104/220221 (new)	53404	85,500
Total			\$105,500

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#137



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 5.

County Administrator's Report

Date: 04/07/2011
Issue: SBA#145 - Federal Elections Activity Grant Adjustment
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #145 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #145, Other Grants and Projects Fund (110) in the amount of (\$5,206), to recognize a decrease in the Federal Elections Activity Grant Funds and appropriate the adjustment accordingly.

BACKGROUND:

The Federal Elections Activity Grant Budget is overstated and must be reduced accordingly to the appropriate level of funding for the FY2010/11 Budget.

BUDGETARY IMPACT:

This amendment will decrease Fund 110 by \$5,206.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#145 - Federal Elections Activity Grant Adjustment

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, a decrease in the fund balance appropriation for the Federal Elections Activity Grant is required in the Other Grants & Projects Fund (110) because the grant is overstated, and this funding adjustment must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Fund Balance	110	389901	(5,206)
Total			(5,206)

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	110/550125	54801	(5,206)
Total			(5,206)

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#145



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 6.

County Administrator's Report

Date: 04/07/2011
Issue: Supplemental Budget Amendment #151 - Insurance Claim Reimbursement
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #151 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #151, General Fund (001) in the amount of \$8,103, to recognize an insurance reimbursement for equipment damage and repairs at the Judicial Center and Ordons/Old Courthouse Building, and to appropriate these funds back to where the equipment was purchased.

BACKGROUND:

These funds are for damages to mixer equipment at the Judicial Center of \$7,743 and for repairs to pumps at the Ordons/Old Courthouse Building of \$360 as a result of power fluctuations on September 13, 2010.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$8,103.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 151

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received an insurance reimbursement for equipment damage and repairs at the Judicial Center and the Ordons/Old Courthouse Building, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	1	369008	\$8,103
Total			\$8,103

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	001/210602	54601	\$8,103
Total			\$8,103

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 7.

County Administrator's Report

Date: 04/07/2011
Issue: Supplemental Budget Amendment #153 – Local Agency Program Agreement for 2nd Street Shoulders
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #153 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #153, Other Grants and Projects Fund (110) in the amount of \$550,000, to recognize Local Agency Program Agreement funds from the Florida Department of Transportation, and to appropriate these funds for construction of paved shoulders on 2nd Street, between Interbay Avenue and Barrancas Avenue.

BACKGROUND:

Escambia County will receive \$550,000 of Local Agency Program Agreement funds from the Florida Department of Transportation. The funds will be used to construct paved shoulders on 2nd Street between Interbay Avenue and Barrancas Avenue.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$550,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

sba153

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2011-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County will receive Local Agency Program funds from the FDOT, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

<u>Other Grants & Projects</u> Fund Name	<u>110</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
LAP Second St Shoulders	110	new	\$550,000
Total			\$550,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings	110/new	56301	\$550,000
Total			\$550,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 8.

County Administrator's Report

Date: 04/07/2011
Issue: SBA#154 - Sheriff Insurance Reimbursement
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #154 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #154, General Fund (001) in the amount of \$38,531, to recognize insurance proceeds from a third party found at fault in auto accidents, and to appropriate these funds for the Sheriff's operational activities in Escambia County.

BACKGROUND:

The Escambia County Sheriff's Office has received insurance reimbursements from auto accidents. These funds will be placed back into the Sheriff's Law Enforcement operations budget.

BUDGETARY IMPACT:

This supplemental budget amendment will increase Fund 001 by \$38,531.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#154-Sheriff Insurance Reimbursement

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received insurance proceeds from a third party found at fault in vehicle accidents. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

General Fund Fund Name	1 Fund Number	Account Code	Amount
Insurance Proceeds	1	369008	38,531
Total			\$38,531

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	38,531
Total			\$38,531

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#154



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 9.

County Administrator's Report

Date: 04/07/2011
Issue: Authorize foreclosure on property located at 5630 West Jackson Street
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Foreclose Real Property Located at 5630 West Jackson Street - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2007 Code Enforcement Lien, in the amount of \$17,788.50, recorded in Official Records Book 6161, at Page 1909, of the Public Records of Escambia County, Florida, on real property located at 5630 West Jackson Street, Account Number 07-2971-000, Reference Number 35-2S-30-6003-000-000; the current assessed value is \$83,752.

BACKGROUND:

The property located at 5630 West Jackson Street was the subject of a 2007 Code Enforcement action. The violation consisted of overgrowth, nuisance conditions, and removal of a dilapidated structure. During the March 20, 2008 Board Meeting, the Commissioners approved to impose the Lien amount totaling the cost of the Hearing, in the amount of \$1,100, and the cost of abatement, in the amount of \$13,621, for a total amount of \$14,721 relative to a Communication, dated February 27, 2008, from Mr. Gleaton. He was requesting that the Board waive the daily fines and court costs, in the amount of \$4,075, relative to the Order of the Environmental Enforcement Special Magistrate concerning 5630 West Jackson Street. This Lien amount was never paid.

As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

5630 W Jackson St

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	352S306003000000
Account:	072971000
Owners:	GLEATON ERIC RENTALS LLC
Mail:	102 E NINE MILE RD PENSACOLA, FL 32534
Situs:	5630 W JACKSON ST 32506
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:	\$83,752
Total:	\$83,752
<i>Save Our Homes:</i>	\$0

[Disclaimer](#)

[Amendment 1 Calculations](#)

Sales Data					Official Records (New Window)
Sale Date	Book	Page	Value	Type	
10/2003	5270	1851	\$100	WD	View Instr
12/1999	4504	1499	\$112,000	WD	View Instr
09/1980	1720	111	\$100	WD	View Instr
09/1980	1720	107	\$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
W 520 FT OF E 1560 FT OF S 520 9/10 FT OF LT 6 OR 5270 P 1851 LESS E 190 FT OF S 200 FT...

Extra Features
None

Parcel Information

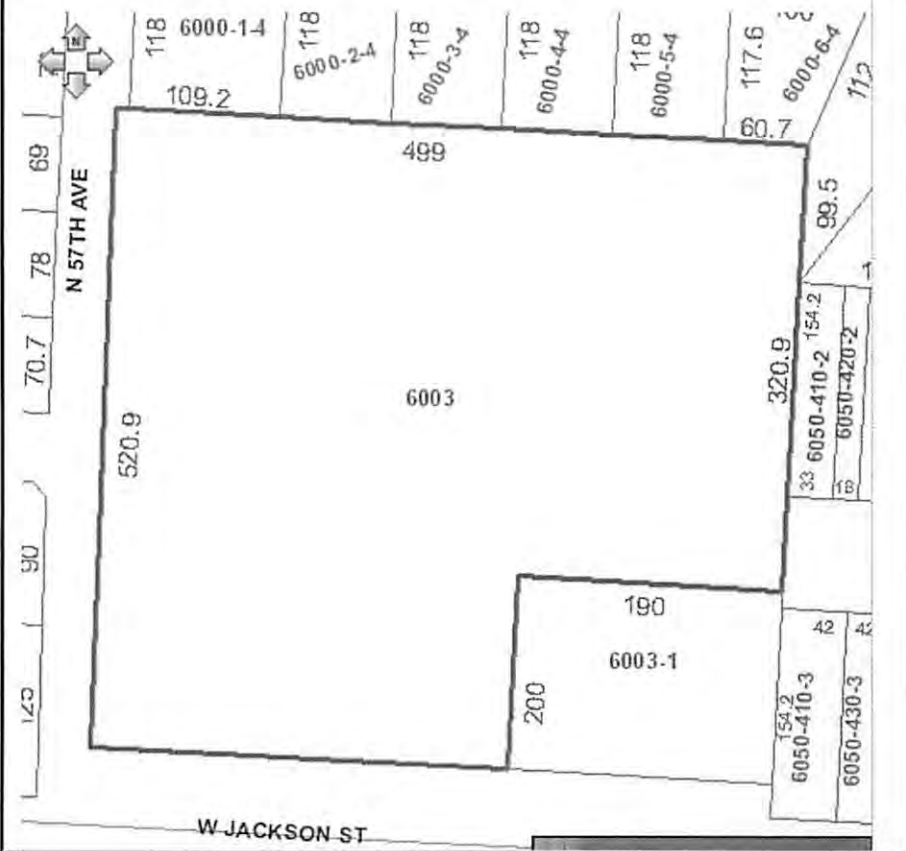
[Restore Map](#)

[Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
35-2S-30-2

Approx. Acreage:
4.6400

Zoned:
[R-2](#)
[R-6](#)



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
352S306003000000 - Full Legal Description

W 520 FT OF E 1560 FT OF S 520 9/10 FT OF LT 6 OR 5270 P 1851 LESS E 190 FT OF S 200 FT LESS OR 4321 P 725 RD R/W LESS OR 4514 P 463 RD R/W



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)
 Print Tool **Copy Map Image**



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

Reference: 35-2S-30-6003-000-000
Account: 07-2971-000
Section Map: 35-2S-30-2
Situs: 5630 W JACKSON ST
Owner: GLEATON ERIC RENTALS LLC
Mailing Address:
 102 E NINE MILE RD
 PENSACOLA, FL 32534
Last Sale: 10/2003, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 4.6400
Building Count: 0
Total Heated Area: 0
Zoned: R-2;R-6

Include radius in selection (5280 ft max)
 _____ ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: _____

Ex: 012N33444455666



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
 P.O. Box 333
 Pensacola, FL 32591-0333
 Check payable to Ernie Lee Magaha,
 Clerk Of The Circuit Court

Escambia County Governmental Complex
 221 Palafox Place, Suite 110
 Pensacola, FL 32501-5844
 850-595-3930
 FAX 850-595-4827

Official Records Book: Page:

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
\$25.00	119	\$2,975.00	\$1,100.00	\$68.50	\$10.00	\$7.00	\$7.00	\$13,621.00	\$17,788.50

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

ESCAMBIA COUNTY, FLORIDA

Vs.

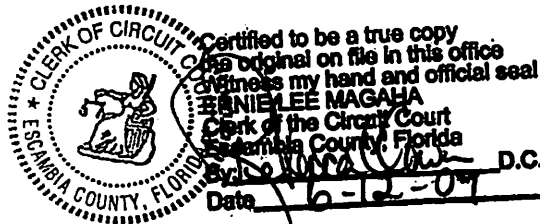
Case No.: 07-03-0343
Location: 5630 W. Jackson Street
PR# 352S30-6003-000-000

Eric Gleaton Rentals, LLC
102 E. Nine Mile Road
Pensacola, FL 32534

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Eric Gleaton as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances 42-126(a) & (d); Land
Development Code 7.07.06.

has occurred and continues.



THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Erie Gleaton Rentals, LLC shall have until July 1, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: repair or removal of the dilapidated structure.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 25⁰⁰ per day, commencing July 2, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Erie Gleaton Rentals, LLC.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 7th day of June, 2007.



G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

6. Proclamations

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, adopting the following two Proclamations:

- A. The Proclamation proclaiming March 20, 2008, as "Agriculture Day" in Escambia County; and
- B. The Proclamation proclaiming April 2008 as "Fair Housing Month in Escambia County."

Speaker(s):

Jimmy Cunningham
Rebecca Hale

7. Employee of the Month Proclamations – None.

8. Written Communication

A) 5630 West Jackson Street

Motion made by Commissioner Valentino, seconded by Commissioner White, and carried 4-1, with Commissioner Whitehead voting "no," approving to impose the Lien amount totaling the cost of the Hearing, in the amount of \$1,100, and the cost of abatement, in the amount of \$13,621, for a total amount of \$14,721, relative to a Communication, dated February 27, 2008, from Eric Gleaton requesting that the Board waive the daily fines and court costs, in the amount of \$4,075, relative to the *Order* of the Environmental Enforcement Special Magistrate concerning 5630 West Jackson Street.

Speaker(s):

Eric Gleaton

(Continued on Page 5)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 10.

County Administrator's Report

Date: 04/07/2011
Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc.
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 3106 West Blount Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

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 3106 West Blount Street, Account Number 06-3514-000, Reference Number 33-2S-30-1000-008-022;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$8,962.85 for the 3106 West Blount Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. 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
- F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through foreclosure in February 2011. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$8,978. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

3106 W Blount backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	332S301000008022	Improvements:	\$0
Account:	063514000	Land:	\$8,978
Owners:	VANA ISRAEL	Total:	\$8,978
Mail:	908 E LEE ST PENSACOLA, FL 32503	<i>Save Our Homes:</i>	\$0
Situs:	3106 W BLOUNT ST 32505	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)	None
08/2001	4758 1245 \$15,000 WD	View Instr	Legal Description W 1/2 OF LT 8 AND E 47 FT OF LT 9 BLK 22 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 4758 P 1245...
11/1997	4197 625 \$10,000 WD	View Instr	
10/1994	3728 409 \$100 CJ	View Instr	
11/1979	1383 643 \$24,800 WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			Extra Features None

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

<p>Section Map Id: CA137</p> <p>Approx. Acreage: 0.2500</p> <p>Zoned: R-2</p>	
--	--

Buildings
Images



03/10/03

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

Escambia County Property Appraiser
332S301000008022 - Full Legal Description

W 1/2 OF LT 8 AND E 47 FT OF LT 9 BLK 22 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 4758 P
1245 CA 137

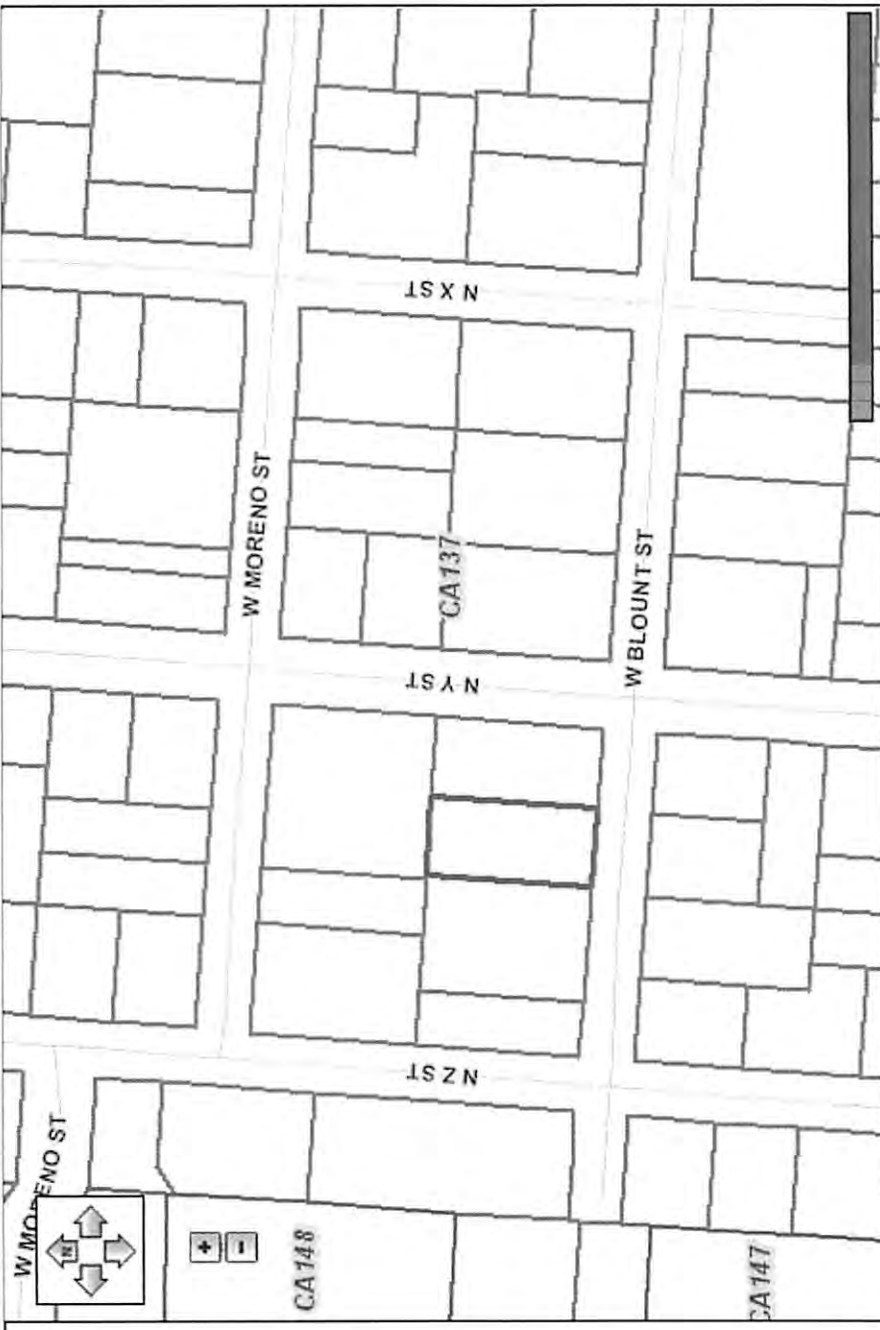


Chris Jones
Escambia County
Property Appraiser

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

Reference: 33-2S-30-1000-008-022
Account: 06-3514-000
Section Map: CA137
Situs: 3106 W BLOUNT ST
Subdivision:
 WELLES BROWNSVILLE 1ST ADDN PB 1 P 41
Owner: VANA ISRAEL
Mailing Address:
 908 E LEE ST
 PENSACOLA, FL 32503
Last Sale: 8/2001, \$15,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2500
Building Count: 0
Total Heated Area: 0
Zoned: R-2



Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options:
 Auto Select
 Reference Nbr

Ex: 012N334444555666

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION**

CASE NO. 2010 CA 002847

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Plaintiff

VS.

ISRAEL VANA, et al.

Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on February 11, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

The West 1/2 half of Lot 8 and the East 47 feet of Lot 9, Block 22, First Addition to Welles-Brownsville Addition, Section 33, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat Book 1, Page 41 of the public records of said county.

was sold to ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 23 day of February, 2011



Ernie Lee Magaha
Clerk of the Circuit Court

BY:

Deputy Clerk

Cheri Ruff

Case: 2010 CA 002847

00089785503

Dkt: CA1173 Pg#:

\$1200.00

1 29

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 Nine Hundred Sixty Two Dollars and Eighty-Five Cents (\$8,962.85), 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: March 16, 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:

The West ½ of Lot 8 and the East 47 feet of Lot 9, Block 22, First Addition to Welles-Brownsville Addition, Section 33, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat Book 1, Page 41 of the public records of said county.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer for the amount of Eight Thousand Nine Hundred Sixty Two Dollars and Eighty-Five Cents (\$8,962.85); 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 Nine Hundred Sixty Two Dollars and Eighty-Five Cents (\$8,962.85) 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 ½ 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 #: 11.

County Administrator's Report

Date: 04/07/2011
Issue: Conveyance of Real Property to Pensacola Habitat for Humanity, Inc.
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 806 Colbert Avenue to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

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 806 Colbert Avenue, Account Number 10-0721-400, Reference Number 35-2S-31-1000-009-096;

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

C. Approve the sale price of \$6,557.93 for the 806 Colbert Avenue property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. 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

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

BACKGROUND:

Escambia County acquired this property through foreclosure in February 2011. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$6,175. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

806 Colbert Ave backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	352S311000009096	Improvements:	\$0
Account:	100721400	Land:	\$6,175
Owners:	POLLEY MARVIN D EST OF	Total:	\$6,175
Mail:	806 COLBERT AVE PENSACOLA, FL 32507	<i>Save Our Homes:</i>	\$0
Situs:	806 COLBERT AVE 32507	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)	None
09/1990	2981 640 \$18,000 WD	View Instr	
08/1989	2744 671 \$20,000 WD	View Instr	
08/1985	2104 22 \$18,500 WD	View Instr	
07/1983	1787 450 \$100 WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		LT 9 BLK 96 BEACH HAVEN PLAT DB 46 P 51 OR 2981 P 640 SEC 54/35 T2S R30/31W	
		Extra Features	
		None	

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

<p>Section Map Id: 35-2S-31-1</p> <p>Approx. Acreage: 0.1600</p> <p>Zoned: R-5</p>	
---	--

Buildings

Images



09/19/02

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



Chris Jones
Escambia County
Property Appraiser

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



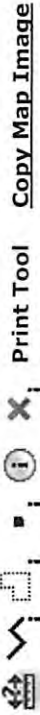
Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 35-2S-31-1000-009-096
Account: 10-0721-400
Section Map: 35-2S-31-1
Situs: 806 COLBERT AVE
Subdivision:
BEACH HAVEN PLAT DB 46 P 51
Owner: POLLEY MARVIN D EST OF
Mailing Address:
806 COLBERT AVE
PENSACOLA, FL 32507
Last Sale: 9/1990, \$18,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1600
Building Count: 0
Total Heated Area: 0
Zoned: R-5

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



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION**

CASE NO. 2010 CA 002729

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Plaintiff

VS.

MARVIN D POLLEY, et al.

Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on February 04, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

LOT 9, IN BLOCK 96 OF BEACH HAVEN, BEING A PART OF THE PABLO GRAUPERA GRANT, SECTIONS 35 AND 54, TOWNSHIP 2 SOUTH, RANGES 31 AND 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SUBDIVISION OF BEACH HAVEN RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

was sold to ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

Escambia County BOCC 221 Palafox Place Pensacola, FL, 32502

WITNESS my hand and seal of the court this 23 day of February, 2011



Ernie Lee Magaha
Clerk of the Circuit Court

BY:

Cheri High
Deputy Clerk

Case: 2010 CA 002729



00080453331

Dkt: CA1173 Pg#: 1

\$100,000

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 Six Thousand Five Hundred Fifty Seven Dollars and Ninety-Three Cents (\$6,557.93), 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: March 18, 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 9, IN BLOCK 96 OF BEACH HAVEN, BEING A PART OF THE PABLO GRAUPERA GRANT, SECTIONS 35 AND 54, TOWNSHIP 2 SOUTH, RANGES 31 AND 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SUBDIVISION OF BEACH HAVEN RECORDED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer for the amount of Six Thousand five Hundred Fifty Seven Dollars and Ninety-Three Cents (\$6,557.93); 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 Six Thousand Five Hundred Fifty Seven Dollars and Ninety-Three Cents (\$6,557.93) 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 #: 12.

County Administrator's Report

Date: 04/07/2011
Issue: Conveyance of real property to Pensacola Habitat for Humanity Inc.
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 3005 West Gonzalez Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

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 3005 West Gonzalez Street, Account Number 06-3398-000, Reference Number 33-2S-30-1000-005-002;
- B. Adopt the Resolution authorizing the conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$7,572.61 for the 3005 West Gonzalez Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. 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
- F. 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 \$5,938. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

3005 West Gonzalez St

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	332S301000005002	Improvements:	\$0
Account:	063398000	Land:	\$5,938
Owners:	ESCAMBIA COUNTY	Total:	\$5,938
Mail:	221 PALAFOX PL PENSACOLA, FL 32502	<i>Save Our Homes:</i>	\$0
Situs:	3005 W GONZALEZ ST 32505	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	
		None	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
11/15/2010	6659 1327	\$100	CT
10/23/2007	6240 971	\$4,200	TD
07/1994	3618 99	\$5,000	QC
10/1982	1692 451	\$15,000	WD
04/1981	1554 306	\$3,000	WD
01/1978	1208 193	\$100	QC
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		N 130 FT OF LT 4 BLK 2 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 6659 P 1327...	
		Extra Features	
		None	

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

<p>Section Map Id: CA138</p> <p>Approx. Acreage: 0.1500</p> <p>Zoned: C-1</p>	
--	--

Escambia County Property Appraiser
332S301000005002 - Full Legal Description

N 130 FT OF LT 4 BLK 2 1ST ADDN WELLES BROWNSVILLE PB 1 P 41 OR 6659 P 1327 CA 138



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: 33-25-30-1000-005-002
Account: 06-3398-000
Section Map: CA138
Situs: 3005 W GONZALEZ ST
Subdivision:
 WELLES BROWNSVILLE 1ST ADDN PB 1 P 41
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PL
 PENSACOLA, FL 32502
Last Sale: 11/15/2010, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1500
Building Count: 0
Total Heated Area: 0
Zoned: C-1

Include radius in selection (5280 ft max)
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results

Ex: 012N334444555666



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION**

CASE NO. 2010 CA 000776

ESCAMBIA COUNTY
Plaintiff

VS.

EQUIFUNDING INC A MICHIGAN CORPORATION , et al.
Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on October 20, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

**The North 130 feet of Lot 4, Block 2, First Addition to WELLES-BROWNSVILLE
being a portion of Section 33, township 2 South, Range 30 West, Escambia
County, Florida, according to the plat thereof as recorded in Plat Book 1, Page
41, of the Public Records of Escambia County.**

was sold to ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 15 day of November, 2010



Ernie Lee Magaha
Clerk of the Circuit Court

BY: Cheri L. Smith
Deputy Clerk

Case: 2010 CA 000776

00086388906

Dkt: CA1173 Pgf: 1

ATC/20

20

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 Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61), 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: March 18, 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:

N 130 FT OF LT 4 BLK 2 OR 1692 P 451 OR 3618 PG 99 1ST ADDN
WELLES BROWNSVILLE PB 1 P 41 OR 2125 P 463 CA 138

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, Seller approved the sale of the Property to Buyer for the amount of Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.16); 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 Seven Thousand Five Hundred Seventy Two Dollars and Sixty-One Cents (\$7,572.61) 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
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 #: 13.

County Administrator's Report

Date: 04/07/2011
Issue: Authorize Foreclosure on Property Located at 2300 Gulf Beach Highway
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Foreclose Real Property Located at 2300 Gulf Beach Highway - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2007 Code Enforcement Lien, in the amount of \$28,893.50, recorded in Official Records Book 6100, at Page 295, of the Public Records of Escambia County, Florida, on real property located at 2300 Gulf Beach Highway, Account Number 10-0632-000, Reference Number 35-2S-31-1000-013-079; the current assessed value is \$43,451.

BACKGROUND:

The property located at 2300 Gulf Beach Highway was the subject of a 2007 Code Enforcement action. The violation consisted of trash, debris, solid waste, overgrowth, and repair or removal of a dilapidated structure. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

2300 Gulf Beach Hwy backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 352S311000013079 Account: 100632000 Owners: LONG PRESTON S Mail: 4269 GALT CITY RD MILTON, FL 325838026 Situs: 2300 GULF BEACH HWY 32507 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: \$43,451 <hr/> Total: \$43,451 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
--	---

Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1966</td> <td>319</td> <td>210</td> <td>\$7,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1966	319	210	\$7,000	WD	View Instr	2010 Certified Roll Exemptions None <hr/> Legal Description LTS 13 14 BLK 79 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 319 P 210... <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
01/1966	319	210	\$7,000	WD	View Instr								

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

Section Map Id: 35-2S-31-4 Approx. Acreage: 0.7000 Zoned: R-5	
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Buildings

Images



09/17/02

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.

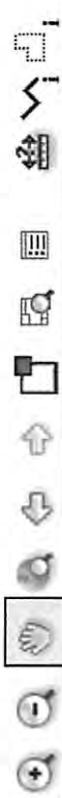
Escambia County Property Appraiser
352S311000013079 - Full Legal Description

LTS 13 14 BLK 79 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 319 P 210 ALSO
ADJOINING 1/2 OF ALLEY LYING W OF ABOVE LTS AND ADJOINING N 1/2 OF GRAUPERA ST OR 647 P
103 ALSO LT 22 LYING N OF H/W & ALL OF LTS 23 & 24 BLK 80 BEACH HAVEN PLAT DB 46 P 51 ALSO
ADJOINING 1/2 OF ALLEY LYING W OF ABOVE LTS & ADJOINING S 1/2 OF GRAUPERA ST LESS OR
3147 P 103 RD R/W

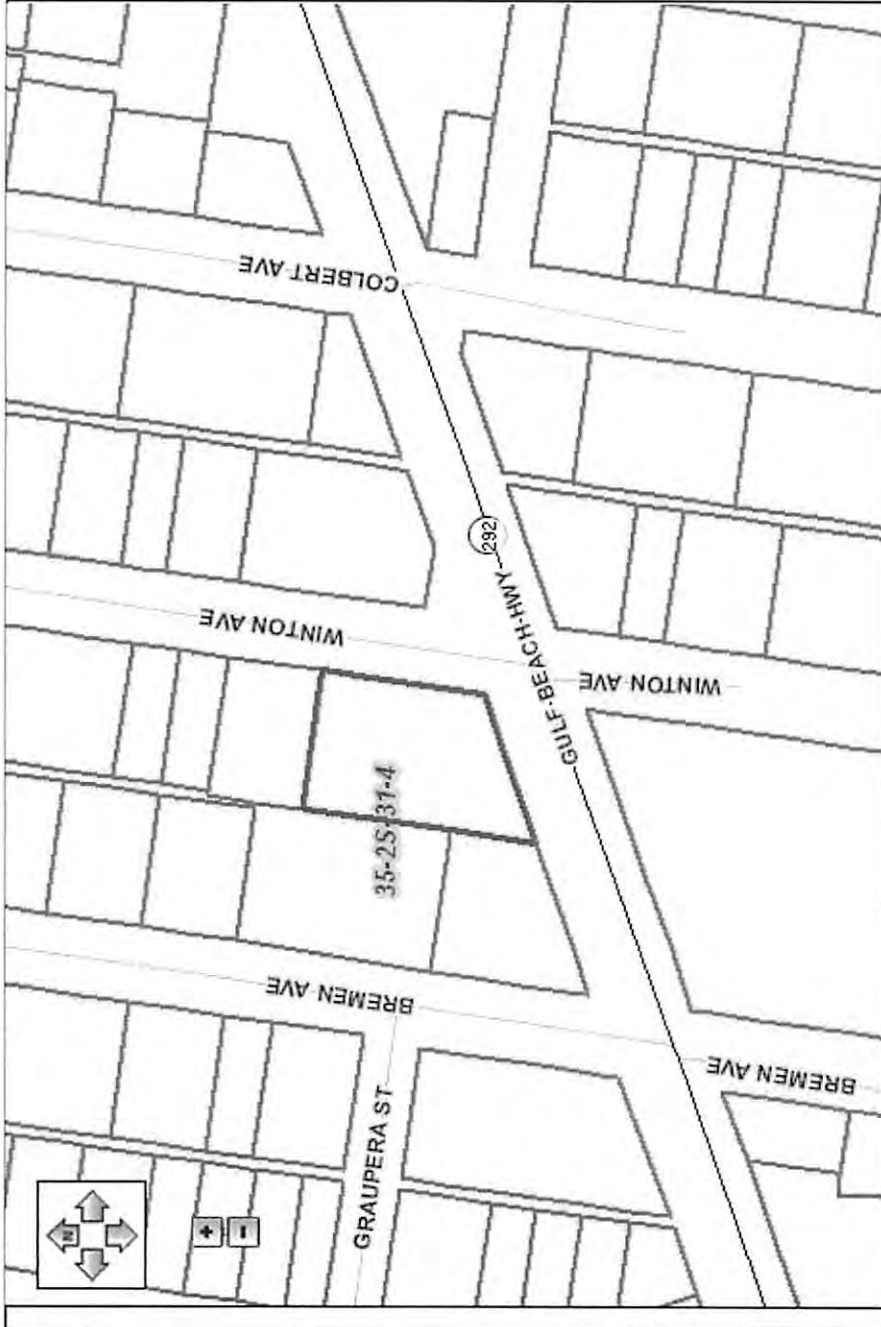


Chris Jones
Escambia County
Property Appraiser

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.



Print Tool [Copy Map Image](#)



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

Reference: 35-2S-31-1000-013-079
Account: 10-0632-000
Section Map: 35-2S-31-4
Situs: 2300 GULF BEACH HWY
Subdivision:
BEACH HAVEN PLAT DB 46 P 51
Owner: LONG PRESTON S
Mailing Address:
4269 GALT CITY RD
MILTON, FL 325838026
Last Sale: 1/1966, \$7,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.7000
Building Count: 0
Total Heated Area: 0
Zoned: R-5

Include radius in selection (5280 ft max)

ft
Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

Auto Select
Lookup Results

Ex: 012N334444555666



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
 P.O. Box 333
 Pensacola, FL 32591-0333
 Check payable to Ernie Lee Magaha,
 Clerk Of The Circuit Court

Escambia County Governmental Complex
 221 Palafox Place, Suite 110
 Pensacola, FL 32501-5844
 850-595-3930
 FAX 850-595-4827

2007 CL 021951

Official Records Book: Page:

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
75	238	\$17,850.00	\$1,100.00	\$69.50	\$10.00	\$7.00	\$7.00	\$9,850.00	\$28,893.50

Recorded in Public Records 03/07/2007 at 08:46 AM OR Book 6100 Page 295,
Instrument #2007021951, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 03/07/2007 at 08:18 AM OR Book 6100 Page 193,
Instrument #2007021923, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 06-07-0073
Location: 2300 Gulf Beach Hwy.
352S31-1000-013-079

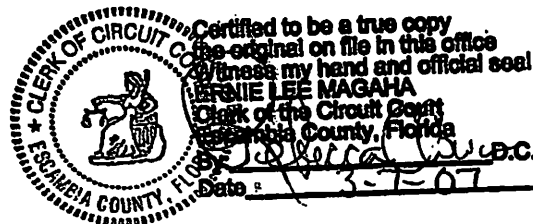
Preston S. Long
4269 Galt City Road
Milton, FL 32583-8026

Preston S. Long, Cheryl Suzanna Wade,
Vanessa Lynelle Nickerson & Darrell Duane Long
4269 Galt City Road
Milton, FL 32583-8026

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, _____ as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 30-203(b)(c) & 2 DC 7.07.06(c)

has occurred and continues.



THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Preston S. Long * shall have until March 17, 2007 to correct the violation and to bring the violation into compliance.

Corrective action shall include: remove all trash, debris, solid waste and over growth in excess of 12 inches and until April 1 to obtain the permits to restore the dilapidated structure or to remove that structure and to complete such removal or removal within 60 days

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 75⁰⁰ per day, commencing on the day of the above dates 2007. This daily fine shall

continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Preston S. Long *

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

* Cheryl Suzanne Wade, Vanessa Lynelle Nickerson & Darrell Duane Long

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Office at 6708 Plantation Rd, Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on this the 1st day of

March, 2007.



C. Thomas Smith
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 14.

County Administrator's Report

Date: 04/07/2011
Issue: Authorize foreclosure on property located at 920 North 63RD Avenue
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Foreclose Real Property Located at 920 North 63rd Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2006 Code Enforcement Lien, in the amount of \$158,041, recorded in Official Records Book 5992, at Page 1782, of the Public Records of Escambia County, Florida, on real property located at 920 North 63rd Avenue, Account Number 07-2710-000, Reference Number 35-2S-30-4201-007-001; the current assessed value is \$9,448.

BACKGROUND:

The property located at 920 North 63rd Avenue was the subject of a 2006 Code Enforcement action. The violation consisted of removal of all trash, debris, solid waste, overgrowth, inoperable vehicle and repair or removal of a dilapidated structure. There is also a 2010 Code Enforcement case on the property that has not been abated [Case # 10-09-05250].

As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

920 North 63RD Ave

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	352S304201007001	Improvements:	\$0
Account:	072710000	Land:	\$9,448
Owners:	PEARSON MARY L	Total:	\$9,448
Mail:	720 PICKENS AVE PENSACOLA, FL 32503	<i>Save Our Homes:</i>	\$0
Situs:	920 N 63RD AVE 32506	Disclaimer	
Use Code:	SINGLE FAMILY RESID	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)
07/1994	3620 663	\$9,000	QC
01/1971	531 337	\$14,900	WD
01/1968	374 480	\$6,800	WD
01/1967	335 898	\$3,350	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		LT 7 BLK 1 PLAINVIEW PB 1 P 80 OR 865 P 722 OR 3620 P 663	
		Extra Features	
		None	

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

<p>Section Map Id: 35-2S-30-2</p> <p>Approx. Acreage: 0.2400</p> <p>Zoned: R-2</p>	
---	--

Buildings	
Building 1 - Address:920 N 63RD AVE, Year Built: 1952, Effective Year: 1952	
<p>Structural Elements</p> <p>FOUNDATION-WOOD/SUB FLOOR EXTERIOR WALL-BRICK-COMMON NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 EXTERIOR WALL-CONCRETE BLOCK ROOF FRAMING-HIP-HI PITCH ROOF COVER-DIMEN/ARCH SHNG INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-2.00 FLOOR COVER-HARDWOOD/PARQET DECOR/MILLWORK-AVERAGE HEAT/AIR-WALL/FLOOR FURN STRUCTURAL FRAME-WOOD FRAME</p> <p>Areas - 1971 Total SF BASE AREA - 1191 BASE SEMI FIN - 780</p>	<p>The floor plan diagram shows a main rectangular structure with a smaller rectangular extension on the right side. The main structure has a left vertical side of 41, a top horizontal side of 17, and a bottom horizontal side of 36. Inside the main structure, there is a smaller rectangle labeled 'BAS' with a top horizontal side of 15 and a right vertical side of 19. To the right of the main structure is a smaller rectangle labeled 'BSF' with a top horizontal side of 26, a right vertical side of 15, and a bottom horizontal side of 7. The extension on the right has a top horizontal side of 26, a right vertical side of 15, and a bottom horizontal side of 26. A vertical line of length 26 connects the bottom of the 'BAS' area to the bottom of the extension.</p>
Images	



03/02/03



01/20/10



11/12/10

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



Chris Jones
Escambia County
Property Appraiser

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



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

Reference: 35-2S-30-4201-007-001
Account: 07-2710-000
Section Map: 35-2S-30-2
Situs: 920 N 63RD AVE
Subdivision:
PLAINVIEW PB 1 P 80
Owner: PEARSON MARY L
Mailing Address:
720 PICKENS AVE
PENSACOLA, FL 32503
Last Sale: 7/1994, \$9,000
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.2400
Building Count: 1
Total Heated Area: 1855
Zoned: R-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

Ex: 012N334444555666



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

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: Page:

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
\$200.00	784	\$156,800.00	\$1,100.00	\$117.00	\$10.00	\$7.00	\$7.00	\$0.00	\$158,041.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-12-0268
Location: 920 N. 63rd Avenue
PR# 352S30-4201-007-001

Mary L. Pearson
920 N. 63rd Avenue
Pensacola, FL 32506

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Mary L. Pearson ^{and 2 neighbors} as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 30-203(a), (b)(c), (d) & (e) and Land Development Code 7.04.06(c).

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Mary L. Pearson shall have until September 20 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Remove all trash, debris, solid waste and overgrowth in excess of 12 inches; remove or repair the inoperable vehicle; repair of the dilapidated structure by repairing broken windows, the roof, gutters, as well as all other deteriorated conditions.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 200⁰⁰ per day, commencing September 21, 2006.

This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Mary L. Pearson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

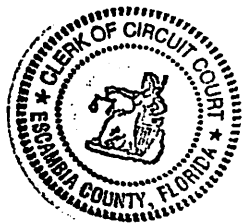
You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 12th day of September, 2006.


G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida



By: Ernie Lee Magaha D.C.
Date: 9/15/06

*not
abated*

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-09-05250
LOCATION: 920 North 63rd Avenue
PR# 352S30-4201-007-001**

**Mary L. Pearson
920 North 63rd Avenue
Pensacola, Florida 32506**

**Mary L. Pearson
3107 East Cervantes Street
Pensacola, Florida 32503**

**Nettie Umbreit
4223 Lynn Ora Drive
Pensacola, Florida 32504**

**Jeff Trier
P.O. Box 725
Pensacola, Florida 32591-0725**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Mary L. Pearson, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris

42-196 (c) Inoperable Vehicle(s); Described _____

42-196 (d) Overgrowth

30-203 Unsafe Building; Described as Main Structure Accessory Building(s)

(a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)

(p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)

94-51 Obstruction of County Right-of-Way (ROW)

82-171 Mandatory Residential Waste Collection

82-15 Illegal Burning

82-5 Littering Prohibited

LDC Article 6 Commercial in residential and non permitted use

LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

Other _____

Other owner / contractor to meet contact officer

Other to identify items of repair

Other _____

Other _____

Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: MARY L. PEARSON shall have until JAN 17, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other _____
- Other _____
- Other _____

Other _____

Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing January 18, 2010.

This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

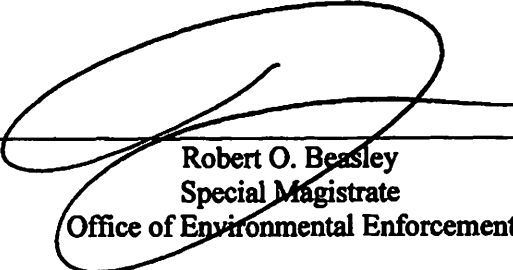
Costs in the amount of \$ 1,100. are awarded in favor of Escambia County as the prevailing party against MARY PEARSON.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 30th day of November, 2010.


Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 15.

County Administrator's Report

Date: 04/07/2011

Issue: Escambia County Road Prison Geothermal Heat Pump System PD 10-11.014

Organization: Management and Budget Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Road Prison Geothermal Heat Pump System - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract for the Escambia County Road Prison Geothermal Heat Pump System, PD 10-11.014, to Energy Systems A/C Contractors, Inc., Base Bid with deductive Alternates 1, 2 and 4, in the amount of \$414,771.

[Funding: Fund 175, Transportation Trust, Cost Center 290203, Facility Operations, Object Code 56201, Buildings, \$80,338. Fund 110, Other Grants and Projects, Cost Center 290207, Road Prison Thermal, Object Code 56201, Buildings, \$334,433]

BACKGROUND:

The American Recovery and Reinvestment Act of 2009 appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The Program was authorized in Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), and signed into Public Law (PL 110-140) on December 19, 2007. The Program provides federal grants to units of local government, Indian tribes, states, and territories to reduce energy use and fossil fuel emissions, and for improvements in energy efficiency.

This project consists of removing the existing less efficient air cooled chillers, and installing an energy efficient geothermal cooling system at the Escambia County Road Prison. This facility houses up to 250 inmates and is occupied 24/7, 365 days a year. The new equipment installations consist of installing a new 60 ton geothermal chiller.

BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Trust, Cost Center 290203, Facility Operations, Object Code 56201 Buildings, \$80,338 Fund 110, Other Grants and Projects, Cost Center 290207, Road Prison Thermal, Object Code 56201 Buildings, \$334,433

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract and Purchase Order.

Attachments

Bid Tab Awarded



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 16.

County Administrator's Report

Date: 04/07/2011
Issue: Purchase of Caterpillar Motor Graders, PD 10-11.032
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase of Caterpillar Motor Graders - Amy Lovoy,
Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida term Contract #760-000-10-1, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for four Caterpillar Motor Graders, Model 140M, PD 10-11.032, to Thompson Tractor Company, Inc., in the amount of \$879,920.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The Caterpillar Motor Graders property numbers 44782, 44783, 46992 and 47092 are being replaced due to age and condition.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401

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 #: 17.

County Administrator's Report

Date: 04/07/2011
Issue: Arthur Brown Road-Untreiner Avenue Group Resurfacing
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Arthur Brown Road-Untreiner Avenue Group Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract for PD 10-11.025, Arthur Brown Road-Untreiner Avenue Group Resurfacing, to Roads, Inc., of NWF, for a total amount of \$966,769.35.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

BACKGROUND:

Bids were received from 4 contractors on March 8, 2011. Roads, Inc. of NWF being the lowest Responsive and Responsible bidder received.

This project consists of the resurfacing and/or reconstructing of various district roads within Escambia County, FL in portion or whole of Untreiner Avenue, Desert Street, Barrineau Park School Road, and Arthur Brown Road. This project will include some work in conjunction with the County's upcoming Hot in Place Recycling Project that will be performed on Beulah Road, Bridlewood Road, Klondike Road, Eight Mile Creek Road, Leonard Street, Cross Street, and Chemstrand Road. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, possible dewatering, etc. The Escambia County Road Department will haul 30 truckloads of milled asphalt. The contractor is to maintain traffic flow at all times with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Standard Form Contract D will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Engineering Division that they may issue a Notice to Proceed to Roads, Inc. of NWF

Attachments

Bid Tabulation



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 18.

County Administrator's Report

Date: 04/07/2011
Issue: Ensley Fire Station Addition PD 10-11.024
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ensley Fire Station Addition - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to R.D. Ward Construction Co., Inc., for the Ensley Fire Station Addition, PD 10-11.024, in the amount of \$512,000.

[Funding: Cost Center 330210, Fund 351, LOST II, Object Code 56201, Project Code 10FS0655]

BACKGROUND:

Bids were received from twelve contractors and one no bid on March 8, 2011. R.D. Ward Construction Co., Inc., being the lowest responsive and responsible bidder.

Escambia County, FL Fire Services needs to add space to the existing fire station. The project calls for a 2,051 square foot addition for bunk rooms and ancillary spaces and for a 1,210 square foot addition for a new bay. The modifications will also provide space for an Emergency Management Crew.

BUDGETARY IMPACT:

[Funding: Cost Center 330210, LOST II, Object Code 56201, Project Code 10FS0655]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Ensley Fire Station Addition, BID # PD 10-11.024									
Bid Opening Time: 2:00 pm CST Bid Opening Date: 03/08/2011 Bid Opening Location: 11.407		Solicitation Offer & Award Form	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgment of Addendum	Sworn Statement Pursuant to Sec 287.133 FL Statutes	Total Bid Amount	
Omnicon, LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$573,000	
Trammell Construction Co., Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$548,000	
Larry Hall Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$612,000	
Birkshire Johnstone, LLC	Y	Y	N	Y	Y	Y	Y	Y	Y	\$537,000	
Jack Moore & Co., Inc.	Y	Y	N	Y	Y	Y	Y	Y	Y	\$689,000	
R.D. Ward Construction Co., Inc.	Y	Y	N	Y	Y	Y	Y	Y	Y	\$512,000	
Cathay Construction & Develop.	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$565,000	
The Green-Simmons Co., Inc.	Y	Y	N	Y	Y	Y	Y	Y	Y	\$595,000	
A.E. New, Jr., Inc.	Y	Y	N	Y	Y	Y	Y	Y	Y	\$561,000	
ESA South, Inc.	Y	Y	N	Y	Y	Y	Y	Y	Y	\$608,897	
J. Miller Construction, Inc.	N	Y	N	Y	Y	Y	Y	Y	Y	\$514,000	
Kennan & Sons, Inc.	Y	Y	Y	Y	Y	Y	N	Y	Y	\$550,000	
Joe Pillitary, CPPO, CPPB, Purchasing Coordinator											
BIDS TABULATED BY: Lori Kistler, SOSA		DATE: 03/08/2011									
BIDS WITNESSED BY: Lori Kistler, SOSA		DATE: 03/08/2011									

Johnson Construction of Pensacola – No Bid

The Purchasing Manager/Designee recommends to the BCC. To award a lump sum contract to R.D. Ward Construction Co., Inc. in the amount of \$512,000. Pursuant to Section 119.07(3)(M) F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of the Purchasing Manager.

CAR DATE : April 7, 2011

BOCC DATE : April 7, 2011

Posted: 3/10/2011 @ 4:15PM, CST


JP



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 19.

County Administrator's Report

Date: 04/07/2011
Issue: Rocky Branch Road DRP & Bridge Construction
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rocky Branch Road DRP & Bridge Construction - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, , PD 10-11.022, Rocky Branch Road DRP & Bridge Construction, to Aero Training & Rental, Inc., for a total amount of \$1,099,855.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0775]

BACKGROUND:

Bids were received from 4 contractors on March 8, 2011. Aero Training & Rental, Inc. was the lowest Responsive and Responsible bidder received.

Rocky Branch Road Paving and Drainage Improvements project consists of asphalt paving approximately 6,400 feet of existing dirt road, installation of approximately 100 feet of concrete bridge, and removing an existing 48" culvert crossing to be replaced by a 60" culvert. The road will span approximately 600 feet of wetland area and the road will be raised as much as 7 feet above existing grade in this area. Permitting with U.S. Army Corps of Engineering requires wetland mitigation planting of 0.9 acres of area with approved hardwood species. The roadway is the sole means of access for the residents of Rocky Branch Road. As a result, access to the residences must be maintained throughout the construction process. A temporary roadway through the wetland area is detailed in the plans.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0775]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Standard Form Contract D will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Rocky Branch Road DRP & Bridge Construction ITB# 10-11.022								
Bid Opening Time: 3:00 p.m., CST Bid Opening Date: 03/08/2011 Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknowledgement of Addendas 1 & 2	Bid Total Corrected	
NAME OF BIDDER									
Panhandle Grading & Paving, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,149,435.50	
Aero Training & Rental, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,099,855.50	
The Green-Simmons Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,573,727.05	
Gulf Atlantic Constructors, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,259,847.50	
Roads, Inc. of NWF	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,118,951.00	
BIDS OPENED BY:	Bob Dennis, Purchasing Specialist				DATE: March 8, 2011				
BIDS WITNESSED BY:	Angie Holbrook, SOSA				DATE: March 8, 2011				
BIDS TABULATED BY:	Angie Holbrook, SOSA				DATE: March 8, 2011				

CAR BOCC
DATE 04/07/2011 DATE 04/07/2011

The Purchasing Manager/Designee recommends to the BCC: **To award an Indefinite Quantity, Indefinite Delivery Contract to Aero Training & Rental, Inc. in the amount of \$1,099,855.50**

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of the Purchasing Manager.

Posted: 2:30 P.M. CDT, 03/16/2011

BD/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 20.

County Administrator's Report

Date: 04/07/2011
Issue: Economic Study for the Civic Center, PD 10-11.008
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for PD 10-11.008, Economic Study for the Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Economic Study for the Civic Center, Contract PD 10-11.008:

- A. Approve the recommendation of the Civic Center Advisory Committee of the selection of C.H. Johnson, Inc., as the #1-ranked firm for the Request for Proposal PD 10-11.008;
- B. Award Contract PD 10-11.008, to C.H. Johnson, Inc., for an amount not to exceed \$50,000, for Phase I and \$25,000 for Phase II; and
- C. Authorize the County Administrator to execute the Contract documents.

[Funding: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105]

BACKGROUND:

Request for Proposal PD 10-11.008 Economic Study of the Civic Center was advertised on Monday, February 7, 2011. 10 responses were received on March 1, 2011. The scope of work includes Phase I to provide an assessment of the alternatives for operating the Civic Center to maximize profitability and Phase II to be determined based on the results of Phase I and the required follow up on the selected alternative(s). The consultant was selected by the members of the Civic Center Advisory Council on March 21, 2011.

BUDGETARY IMPACT:

[Funding: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

NA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 21.

County Administrator's Report

Date: 04/07/2011
Issue: Purchase Order Amounts in Excess of \$50,000 to Air Design
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Order Amounts in Excess of \$50,000 to Air Design - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Purchase Order amounts in excess of \$50,000 in Fiscal Year 2010-2011 for Air Design, Vendor Number 011180.

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401, \$5,150; Fund 001, General Fund, Cost Center 210606, Object Code 56401, \$35,795; Fund 001, General Fund, Cost Center 210607, Object Code 56401 \$10,732]

BACKGROUND:

The expenditures incurred this fiscal year are for a capital project at Sheriff Administration, capital project at Judicial for a 5 ton Liebert split AC system and for an emergency repair at Juvenile Justice Center.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401, \$5,150; Fund 001, General Fund, Cost Center 210606, Object Code 56401, \$35,795; Fund 001, General Fund, Cost Center 210607, Object Code 56401, \$10,732]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

NA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 22.

County Administrator's Report

Date: 04/07/2011
Issue: Old County Courthouse HVAC Upgrade
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Old County Courthouse HVAC Upgrades - Amy Lovoy,
Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 10-11.023, Old County Courthouse HVAC Upgrades, to The Wright Company, for a total amount of \$721,560, for the Base Bid plus additive Alternates 1,2,3,4, and 5.

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56201, \$587,125.59 and Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project Number 11PF1042, \$134,434.41].

BACKGROUND:

Bids were received from five contractors with The Wright Company being deemed the lowest responsive and responsible bidder. This project is part of the Energy Saving efforts funded in part by Federal Energy Grants.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56201, \$587,125.59 and Cost Center 110267 Object Code 56201 Project Number 11PF1042, \$134,434.41]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form Contract A will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.


IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded Contractor, the Office of Purchasing shall notify the Public Works Bureau, Facilities Management Division that they may issue a Notice to Proceed to The Wright Company.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Old County Courthouse HVAC Upgrades ITB# 10-11.023												
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 3/17/11 Pre-Bid: 10:00 a.m., CST 2/16/11 Opening Location: Rm 11.407		Cover Sheet/Acknowledgment	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Acknowl. of Addendums	Bid Bond/or Check	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5
NAME OF BIDDER														
Air Deal Inc 324 Grey Owl Run Chuluota, FL 32766		X	X	X	X	X	X	X	\$448,229.	\$64,879.	\$140,712.	\$129,644.	\$10,172.	\$13,165.
Air Design Systems, Inc. 400 E. Lurton Street Pensacola, FL 32505		X	X	X	X	X	X	X	\$428,464.	\$77,844.	\$152,876.	\$126,993.	\$6,039.	10,286.
Thomco Enterprises, Inc. 745 Hollywood Blvd NW Ft Walton Beach, FL 32548		X	X	X	X	X	X	X	\$451,571.	\$50,680.	\$110,588.	\$95,060.	\$9,772.	\$10,962.
W. D. Rogers Mechanical Contractors, Inc. 3018 N. Davis Hwy Pensacola, FL 32503		X	X	X	X	X	X	X	\$451,118.	\$81,817.	\$131,276.	\$116,165.	\$6,426.	\$8,700.
The Wright Company 89 E. Blount Street Pensacola, FL 32501		X	X	X	X	X	X	X	\$399,300.	\$64,050.	\$133,610.	\$109,880.	\$5,165.	\$9,555.
BIDS OPENED BY:		 Bob Dennis, Purchasing Specialist DATE: March 21, 2011												
BIDS TABULATED BY:		Cynthia Smith, SOSA DATE: March 21, 2011												

CAR DATE: 4/7/2011 BCC Date: 4/7/2011

The Department of Facilities Management recommends to the BCC to award a unit Price, Indefinite Quantity, Indefinite Delivery Contract for PD 10-11-023 "Old County Courthouse HVAC Upgrades" to: The Wright Company, for a Total amount of \$721, 560 which include Base Bids and Alternates 1,2,3,4 & 5.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 23.

County Administrator's Report

Date: 04/07/2011
Issue: Purchase of Pro-Patch Asphalt Pothole Patcher PD 10-11.037
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase of Pro-Patch Asphalt Pothole Patcher - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the State of Florida Department of Transportation Contract #ITB-DOT-08/09-9001-LG, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for a Pro-Patch Asphalt Pothole Patcher to H.D. Industries, Inc., in the amount of \$58,100.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401, \$37,950.60; Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401, \$20,149.40]

BACKGROUND:

The Asphalt Pothole Patcher (to be installed on the F-750 Chassis approved on 3/17/2011) is a "hot patch" system that will enhance the asphalt pothole patching program of the Road Department. This unit will enable expedient repairs of roads throughout the County; it is part of the replacement for a flat bed Crew truck #42475.

BUDGETARY IMPACT:

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401, \$37,950.60
Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401, \$20,149.40]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II Section 46-44 Applications; Exemption; and Section 46-64 Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 24.

County Administrator's Report

Date: 04/07/2011
Issue: Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS County Grant Application for 2010/2011, in the amount of \$22,274, which is 45% of the funds this County deposited in the State EMS Trust Fund, between July 1 and December 31, 2010, and is the first of two payments to be available for this Fiscal Year:

- A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and
- B. Approve and authorize the Chairman to sign, the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects/Revenue Account 334221/Cost Center 330318]

BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. In November, the DOHEMS implemented a two payment process for the FY 2010-2011 county grant. The award sum of \$22,274.00 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fine surcharges as specified

in Section 401.113(1), F.S., between July 1, and December 31, 2011. A second payment will be available in July 2011 for 45 percent of deposits made between January 1, and June 30, 2011, for which we will apply at that time.

The funds are made available to improve and expand pre-hospital EMS systems in the county and the following, requested for purchase by the grant application, meet these requirements: PreventionLink™ online training platform and courses; I.O. obese needles; nasal cannula capnography; and, paramedic critical care course.

BUDGETARY IMPACT:

The Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed these documents and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require its approval of grant applications.

IMPLEMENTATION/COORDINATION:

Trisha Pohlmann, Public Safety Business Operations Manager, will oversee implementation of this grant.

Attachments

FY1011 EMS Co. Grant Resolution

FY1011 EMS Co. Grant Application

RESOLUTION R2011-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS CERTIFYING CERTAIN MONIES RECEIVED FOR USE IN FISCAL YEAR 2010/2011 FROM THE STATE OF FLORIDA EMS TRUST FUND, AS THE ESCAMBIA COUNTY EMERGENCY MEDICAL SERVICES' AWARD, SHALL BE USED TO IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMS SYSTEM; PROVIDING SUCH MONIES SHALL NOT SUPPLANT EXISTING BUDGET ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1984, the Florida Legislature established an EMS Trust Fund pursuant to passage of Chapter 85-167, Laws of Florida; and

WHEREAS, Escambia County has been the recipient of these critical funds received from motor vehicle fines earmarked for the County's EMS Trust Fund for over a decade; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the residents of Escambia County that this resolution shall be enacted in accordance with Chapter 10D-95, Florida Administrative Code.

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

Section 1. That the above whereas clauses are true and incorporated by reference herein.

Section 2. That pursuant to the requirements of Florida law, the Board of County Commissioners hereby certifies that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner.

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

ADOPTED this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Kevin W. White, Chairman

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 3/1/11



FLORIDA DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL SERVICES

**EMS COUNTY GRANT PROGRAM
APPLICATION PACKET**

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DESCRIPTION OF PROGRAM

OVERVIEW:

The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 40I, Part II, F. S., to dispense grant funds. Forty-five (45) percent of these funds are made available to the 67 boards of county commissioners (BCCs) to improve and expand prehospital EMS systems in their county.

On-going costs for EMS and replacement of equipment cannot be funded under this grant program. These costs remain the responsibility of the counties and EMS agencies and organizations.

ELIGIBILITY:

EMS County grants are awarded only to BCCs. However, each BCCs is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available.

COUNTY GRANT PROCESS

APPLICATION FORM:

BCCs must copy and complete the form titled "EMS County Grant Application, DH Form 1684, December 2008". The BCCs will return the county grant application and resolution (item 5 on the application) to the department.

NOTICE OF GRANT AWARD:

The Department shall send a Notice of Grant Award letter to the BCCs. This is the BCCs official notice that its grant application has been approved for funding. The letter and its attachments will include the amount of the award, the beginning and ending dates of the grant, due dates for required reports, the approved budget, and additional grant conditions, if any.

APPLICATION SUBMISSION:

The BCCs must submit:

1. A completed application (DH Form 1684, December 2008) with original signatures of the authorized county official.
2. A county resolution certifying the EMS county grant funds received shall be used to improve and expand prehospital EMS and that the funds will not be used to supplant existing county EMS budget allocations (item 4 in the application).

A complete EMS County Grant packet consists of the above two items. No copies are required.

Mail the application to:

County Grant
Emergency Medical Services
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

Retain this application packet because it contains the grant conditions and requirements, and other information and forms needed.

EMS County Grant Application

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code - leave this blank) C

1. County Name: Escambia County
Business Address: PO Box 1591
Pensacola, FL 32597-1591
Telephone: 850-595-4000
Federal Tax ID Number (Nine Digit Number): VF 59-6000598

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: _____ Date: _____

Printed Name: Kevin W. White **ATTEST:** Ernie Lee Magaha
Position Title: Chairman, Escambia County Board of County Commissioners Clerk of the Circuit Court

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Trisha Pohlmann **BCC Approved:** _____
Position Title: Public Safety Business Operations Manager
Address: 6575 North "W" Street
Pensacola, FL 32505
Telephone: 850-471-6425 Fax Number: 850-471-6455
E-mail Address: trisha_pohlmann@myescambia.com

Deputy Clerk

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.
List the organization(s) below. (Use additional pages if necessary)

Escambia County Emergency Medical Services

This document approved as to form and legal sufficiency.
By: [Signature]
Title: ACM
Date: 3/10/11

BUDGET PAGE

A. Salaries and Benefits

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	\$0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay. (see next category).

List the item and, if applicable, the quantity	Amount
PreventionLink™ Online Training Platform and Courses (130 users/ann.)	\$12,474.00
Medical Specialty I.O. Obese Needles	\$3,600.00
Nasal Cannula Capnography	\$3,000.00
Paramedic Critical Care Course	\$3,200.00
TOTAL	\$22,274.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
TOTAL	\$0.00
Grand Total	\$22,274.00

Florida Department of Health
EMS Grant Program

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F.S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Escambia County EMS

Mailing Address: 221 Palafox Place, Suite 400

Pensacola, FL 32502-5837

Federal Identification number VF-59-6000598

Authorized Official: _____
Signature Date ATTEST:

Kevin W. White, Chairman, Escambia County Board of County Commissioners
Type Name and Title

Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Sign and return this page with your application to:

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

BCC Approved: _____

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only.

Grant Amount For State To Pay: \$ _____ Grant ID Code: _____

Approved By: _____
Signature of EMS Grant Officer Date

State Fiscal Year: _____

Organization Code E.O. OCA Object Code
64-42-10-00-000 750000

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

This document approved as to form and legal sufficiency.
By: [Signature]
Title: AGM
Date: 3/10/11

Department of Health EMS GRANT PROGRAM EXPENDITURE REPORT

Name of Grantee: _____ Grant ID Code: _____

Time Period Covered: Beginning Date: _____ Ending Date: _____

Earned Interest: Amount \$ _____; as of _____
Day Month Year

Final Report (Check one): Yes No

Major Line Items	TOTAL
Approved Budget Expenditure by Major Line Item(s)	\$
TOTAL BUDGETED EXPENDITURES	\$

Actual Expenditure to Date by Major Line Item(s)	\$
TOTAL EXPENDITURES	\$

BALANCE (Budgeted Less Actual Expenditures)	\$
--	----

Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.

I certify the above reports are true and correct. Expenditures were made only for items allowed by the above referenced grant.

Signature of Authorized Official

Date

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned an unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditures beyond this budget are the full responsibility of the grantee.

ROLLOVERS

Any unencumbered EMS county grant program funds as of September 30, of each year, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

VEHICLES AND EQUIPMENT

The grantee shall own all items, including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

TRANSFER OF PROPERTY

A private organization owning any equipment funded through the grant program in whole or in part and purchased that equipment to provide services for a municipality, county or other public agency ceasing operation within five years of the ending date of a grant awarded to the organization shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to a contract ending as well as any other reason.

REQUESTS FOR CHANGE

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, December 2008. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

SUPLANTING FUNDS

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

DEPOSIT OF FUNDS

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

REPORTS

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

GRANT SIGNATURE

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

RECORDS

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

FINAL REPORTS

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

COMMUNICATIONS EQUIPMENT

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

EXPENDITURES

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less that

\$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

SUBMISSION OF AUDIT REPORTS

Copies of the audit report and any management letter by the independent auditors, or attestation statement, required by this attachment shall be submitted within 180 days after the end of the grantee's fiscal year to the following, unless otherwise required by F. S.:

A. Send one copy to:

Florida Department of Health
Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01
Tallahassee, Florida 32399-1729

B. Submit to this address only those audits performed or attestation statements prepared in accordance with Section 215.97, F. S.:

Send two copies to:

Auditor General's Office
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

C. Do not send this report to the state Bureau of EMS.

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit report is issued, unless extended in writing by the department.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 25.

County Administrator's Report

Date: 04/07/2011
Issue: Board Concurrence to Decline Acceptance of 2010 SAFER Grant, EMW-2010-FF-00179 (Health Insurance for Volunteer Firefighters)
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Board Concurrence to Decline Acceptance of the 2010 Staffing for Adequate Fire and Emergency Response (SAFER) Grant, EMW-2010-FF-00179 (Health Insurance for Volunteer Firefighters) - Michael D. Weaver, Public Safety Department Director

That the Board concur with staff's decision to decline acceptance of the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) Grant, EMW-2010-FF-00179, for the purpose of providing health insurance to volunteer firefighters.

The Grant Application was submitted in an attempt to increase recruitment and retention of volunteer firefighters by providing health insurance and has been favorably reviewed by the Federal Emergency Management Agency (FEMA). Before proceeding, however, FEMA's Grants Management Specialist has asked if this Grant has been reviewed by our governing body and whether it is willing to accept the Grant if approved. The Grant would award \$350,000 each year for four years, after which Escambia County would assume full funding.

Staff has reviewed the associated costs and the long-term impact if the Grant is accepted. It is staff's opinion that the Grant should be declined for the following reasons:

- Provision of health insurance potentially creates an employer-employee relationship. Currently, volunteer firefighters are treated as independent contractors and provided 1099s for income tax purposes. Providing health insurance coverage could alter that relationship.
- The Federal Healthcare Act is unclear as to what, if any, responsibilities the County may have for providing this coverage upon expiration of the Grant and enactment of the law.

- The County could end up with individuals that currently do not have health insurance which could cause adverse selection (i.e., a more costly medical population to insure).
- Participants could want to join the County's insurance program which could increase our costs.
- Healthcare costs are very uncontrollable and are difficult to eliminate once provided. The County is not in a position to fund this benefit upon expiration of the Grant.

BACKGROUND:

The grant application was submitted in an attempt to increase recruitment and retention of volunteer firefighters by providing health insurance and has been favorably reviewed by the Federal Emergency Management Agency (FEMA). Before proceeding, however, FEMA's Grants Management Specialist has asked if this Grant has been reviewed by our governing body and whether it is willing to accept the Grant if approved. The Grant would award \$350,000 each year for four years, after which Escambia county would assume full funding.

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- The Federal Healthcare Act is unclear as to what, if any, responsibilities the County may have for providing this coverage upon expiration of the Grant and enactment of the law.
- The County could end up with individuals that current currently do not have health insurance which could cause adverse selection (i.e., a more costly medical population to insure).
- Participants could want to join the County's insurance program which could increase our costs.
- Healthcare costs are very uncontrollable and are difficult to eliminate once provided. The County is not in a position to fund this benefit upon expiration of the Grant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC policy requires that all grants be approved by the Board.

IMPLEMENTATION/COORDINATION:

With the Board's concurrence, Fire Rescue Division staff will contact the Grant Management Specialist regarding the decline of the Grant.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 26.

County Administrator's Report

Date: 04/07/2011
Issue: Community Housing Development Organization Operating Expense Project Agreement with Circle, Inc.
From: Keith Wilkins, REP
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Housing Development Organization Operating Expense Project Agreement with Circle, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Circle, Inc. (Circle):

A. Approve entering into the HOME CHDO Operating Expense Project Agreement with Circle to provide \$23,822 in 2010 HOME Program CHDO support, to assist Circle in developing affordable rental and homeownership units in Escambia County, specifically targeting Escambia County's designated Community Redevelopment Areas; and

B. Authorize the Chairman or Vice Chairman to execute the CHDO Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2010, HOME, Cost Center 220432]

BACKGROUND:

Annually, the Board approves an allocation from the Escambia Consortium HOME Investment Partnerships Program grant for CHDO operating and project management assistance to be provided to the three locally designated CHDO's: AMR at Pensacola, Inc. (AMR); Community Enterprise Investments, Inc. (CEII); and Circle, Inc. (Circle). The Board approved the 2010 Escambia Consortium Consolidated Plan incorporating the 2010 HOME Program allocation on July 8, 2010 (See Exhibit I for resume and HOME program summary). Currently, Circle, CEII and AMR are the active local non profit corporations that meet the requirements for CHDO designation in accordance with provisions of the Federal HOME Program. Circle's affordable housing activities include

the completion of Alabaster Gardens, a 147-unit elderly rental development, and Silurian Pond, a 72-unit family rental development, both located in the Palafox Community Redevelopment Area. Circle continues to increase its capacity to participate in HOME CHDO rental development activities and related affordable housing and community redevelopment programs.

The HOME Regulations at 24 CFR Part 92 give the County authority to provide limited operating support to designated CHDO's enabling the organizations to develop support staff and corporate capacity to undertake expanded affordable housing development functions. CHDO funding is provided through the 2010 HOME allocation as approved locally and by the U.S. Department of Housing and Urban Development. The Agreement (Exhibit II) specifies the various responsibilities and requirements for use of the subject HOME funds.

BUDGETARY IMPACT:

Funds are allocated in the County's FY 2011 budget in Fund 147/HOME Cost Center 220432. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This standard Agreement is utilized annually for CHDO related activities. Kristin Hual, Assistant County Attorney, reviewed and approved the Agreement.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies involved with the delivery of HOME Program services must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Agreement and related implementation will be generally managed by NEFI in conjunction with Circle. Contract execution will be completed after Board approval and Circle will promptly begin actions required to initiate activities cited in the Agreement. All Project activities stipulated in the Agreement will be completed by Circle, including all related Federal requirements, within the term of the Agreement. Preparation of the Agreement has been coordinated with Circle, Inc.

Attachments

Attachment I

Attachment II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
- B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.

24. See Page 37.

25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

ESCAMBIA CONSORTIUM
2010-2011 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$627,484**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 9 to 10 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$358,445**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 5 to 6 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOME BUYER ASSISTANCE **\$262,717**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 23-25 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE) **\$267,567**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 8 affordable rental units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES **\$ 89,189**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT) **\$178,377**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2010 HOME Funds Available to the Consortium \$ 1,783,779
 Local Match (provided through SHIP Program Resources)

TOTAL 2010 HOME FUNDS AVAILABLE **\$ 1,783,779**
=====

**AGREEMENT
HOME CHDO OPERATING EXPENSE PROJECT
(CIRCLE, INC.)**

THIS AGREEMENT is made and entered into this 1st day of April , 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **CIRCLE, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #371447890), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable ownership and rental housing units in Escambia County.

WITNESSETH

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, CIRCLE is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

WHEREAS, a portion of said grant funding has been prioritized for use in providing affordable housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, Circle's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464

1.2 Contract Coordinator for Arthur L. Fletcher, President/CEO
Circle, Inc.
939 Massachusetts Avenue
Pensacola, Florida 32505
Phone: (850) 748-4828

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the HOME Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this agreement.

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable rental units within the bounds of the blighted Palafox Community Redevelopment Area as established by the County on March 7, 1995, as subsequently amended; and/or Enterprise Zones as designated by the County or City of Pensacola.. The Recipient has received and is familiar with the resolution, legal description and map defining such areas as evidenced by the certification contained in **EXHIBIT III**. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in **EXHIBIT I** of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed **\$23,822.00** payable solely from available 2010 HOME Program (CHDO Project Management) funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the Circle CHDO Project Development Expenses incorporated as **EXHIBIT II** of this agreement. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME CHDO Project Development Expenses, including personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be according to the Payment Schedule and Procedures, as described in **EXHIBIT I** of this agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in **EXHIBIT I** of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT I** of this agreement.

4.2 The report shall be due in January, April, July and October, and this obligation shall survive termination of this agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5.1 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the afore- mentioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.2 The Recipient shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Recipient shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.3 The Recipient required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Recipient's coverage. The Recipient's policies of coverage will be considered primary s related to all provisions of the agreement.

5.4 The Recipient agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

5.5 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this agreement.

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the 1st day of April, 2011, and shall **terminate on November 30, 2011**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of the expenditure of CHDO Project Development funds.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this agreement.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

13. The Recipient accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To provide annual audited financial statements and provide a copy of said financial statement and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year. The financial statement shall minimally reflect receipt of the HOME CHDO funds provided hereunder and the corresponding expenditures for which the HOME CHDO funds were utilized.

13.5 Circle, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, Circle, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2 as required for receipt of CHDO or HOME funds. Circle, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.2 This agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

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

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

By: _____
Kevin W. White, Chairman

BCC Approved: March 17, 2011

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ALF

Date: 3/4/11

**CIRCLE, INC., a not for profit corporation
chartered in the State of Florida**

ATTEST:

Corporate Secretary

By: _____
Arthur L. Fletcher, President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Arthur L. Fletcher, President, Circle, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
CIRCLE CHDO PROJECT DEVELOPMENT EXPENSES**

RECIPIENT NAME: CIRCLE, INC.

I. SCOPE OF SERVICES

A. Circle, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and responsibilities of this agreement. The County agrees to make available up to **\$23,822.00 in 2010 HOME CHDO funds** for the sole purpose of assisting Recipient's efforts to provide the staff and project management support to develop *housing tax credit or similarly financed rental* housing. Additionally, Circle may support the development of additional affordable housing units for rental or ownership occupancy in the community through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Palafox Community Redevelopment Area ("CRA"); the County Enterprise Zone; and other areas targeted for affordable housing production, as officially designated by the Board of County Commissioners.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2010** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

The Recipient shall secure competent staff and take steps to move forward with implementation of the Silurian Pond affordable housing development, continue provision of the Existing Homeowner Education Program, and shall provide related reports as stipulated in Section V below. During the term of this agreement, Recipient shall focus upon the development of *housing tax credit or similarly financed rental* housing for occupancy by eligible families within the designated CRA low income neighborhood(s); or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Southern Building Code Congress.

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME CHDO Project Development funds.

B. Recipient shall secure non-HOME financial and non-financial resources as needed to pursue development of *housing tax credit or similarly financed rental* housing within the term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: Circle, Inc.
939 Massachusetts Avenue
Pensacola, Florida 32505

CONTACT PERSON: Arthur L. Fletcher
TITLE: President/CEO
PHONE: (850) 748-4828

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request for HOME CHDO Project Development Expenses by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable rental housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA SHIP PROGRAM

**ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS**

(Effective May 14, 2010)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,100	\$20,150	\$32,200	\$48,360
2	13,800	23,000	36,800	55,200
3	15,550	25,900	41,400	62,160
4	17,250	28,750	46,000	69,000
5	18,650	31,050	49,700	74,520
6	20,050	33,350	53,400	80,040
7	21,400	35,650	57,050	85,560
8	22,800	37,950	60,750	91,080

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: CIRCLE, INC.

DATE: _____

**RE: PROJECT: HOME CHDO PROJECT DEVELOPMENT EXPENSES
CONTRACT # 2010/2011 CIRCLE**

**QUARTER: October-December April-June
 January-March July-September**

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.

C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)

MONTHLY OR QUARTERLY FINANCIAL REPORT

AGENCY: CIRCLE, INC.

CONTRACT AMOUNT: \$ 23,822.00

Reporting Period (Quarter): 2010/2011

Month: _____

Quarter: _____

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Date

Position

EXHIBIT II

HOME CHDO PROJECT DEVELOPMENT EXPENSE BUDGET

**CIRCLE, INC.
2010/2011 HOME CHDO
PROJECT DEVELOPMENT EXPENSE CONTRACT
PROJECT BUDGET**

Salary/Fringe Benefits	\$ 23,322.00
Consultant/Professional Services	\$ 1,500.00

TOTAL BUDGET	<u>\$ 23,822.00</u>
--------------	---------------------

(Funds may be transferred between Line Items shown above upon written request of the Agency and written approval of NEFI)

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREA:

PALAFOX

2 DESIGNATED ESCAMBIA COUNTY ENTERPRISE ZONE

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR NEW HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the SHIP Program new construction activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREA:

PALAFX

2 DESIGNATED ESCAMBIA COUNTY ENTERPRISE ZONE

Acknowledged by:

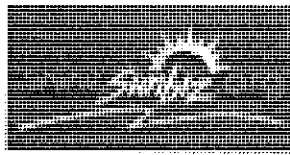
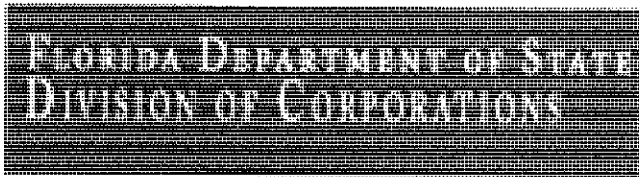
CIRCLE, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
CIRCLE, INC.**



Detail by Entity Name

Florida Non Profit Corporation

CIRCLE, INC.

Filing Information

Document Number N02000008249
FEI/EIN Number 371447890
Date Filed 10/28/2002
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 03/10/2003
Event Effective Date NONE

Principal Address

940 MASSACHUSETTS AVE.
PENSACOLA FL 32505

Changed 02/12/2009

Mailing Address

940 MASSACHUSETTS AVE.
PENSACOLA FL 32505

Changed 02/12/2009

Registered Agent Name & Address

FLETCHER, ARTHUR L
1501 W. NINE-AND-ONE-HALF MILE RD.
CANTONMENT FL 32533 US

Officer/Director Detail

Name & Address

Title P

FLETCHER, ARTHUR L
1501 W. 9 1/2 MILE ROAD
CANTONMENT FL 32533 US

Title VP

FLETCHER, PAMELA G
1501 W NINE-AND-ONE-HALF MILE ROAD
CANTONMENT FL 32533 US

Title D

MCCALL, CAPUS I
1707 E. ANDERSON
PENSACOLA FL 32503 US

Annual Reports

Report Year Filed Date

2008	02/05/2008
2009	02/12/2009
2010	01/11/2010

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-122**

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Certifying Official
President, Circle, Inc.

Date: _____

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

CIRCLE, INC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

- (1) taking appropriate personnel action against such an employee, up to and including termination; or
- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: Circle, Inc.

Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-10-DC-12-0225

Circle, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Circle, Inc.
939 Massachusetts Avenue
Pensacola, Florida 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Four (4)

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name:
Title: President

CHDO Project Development Exp.
Project Name
N/A
Project Number

Firm/Agency: Circle, Inc.
Street Address: 939 Massachusetts Avenue
Pensacola, Florida 32505

CFR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMB Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

HOME Program Funding Recipient:

Circle, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 27.

County Administrator's Report

Date: 04/07/2011
Issue: Community Housing Development Organization Operating Expense Project Agreement with AMR at Pensacola, Inc.
From: Keith Wilkins, REP
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Housing Development Organization Operating Expense Project Agreement with AMR at Pensacola, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2009 and/or 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with AMR at Pensacola, Inc. (AMR):

- A. Approve entering into the CHDO Operating Expense Project Agreement with AMR to provide \$28,485 in 2009 and/or 2010 HOME Program CHDO Operating Expense support, to assist AMR in developing the capacity to further expand participation in the HOME CHDO Rental Development Program, the Neighborhood Stabilization Program (NSP), and related affordable home ownership and rental housing activities; and
- B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Project Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2009, HOME, Cost Center 220408 and 2010 HOME, Cost Center 220432]

BACKGROUND:

Annually, the Board approves an allocation from the Escambia Consortium HOME Investment Partnerships Program grant for CHDO operating and project management assistance to be provided to the three locally designated CHDO's: AMR at Pensacola, Inc. (AMR); Community Enterprise Investments, Inc. (CEII); and Circle, Inc. (Circle). The Board approved the 2009 Escambia Consortium Consolidated Plan incorporating the 2010 or 2009 HOME Program allocation on July 8, 2010 (See Exhibit I for resume and

HOME program summary). Currently, CEII, AMR and Circle are the active local non profit corporations that meet the requirements for CHDO designation in accordance with provisions of the Federal HOME Program. AMR's affordable housing activities include the development of affordable homeownership and ownership of rental housing within the County and City of Pensacola. AMR continues to expand its capacity to participate in the NSP Acquisition/Rehabilitation Program, homebuyer education/counseling activities, HOME CHDO rental development activities, and related affordable housing and community redevelopment programs.

The HOME Regulations, at 24 CFR Part 92, give the County authority to provide limited operating and project management support to designated CHDO's enabling the organizations to develop staff and operating capacity to undertake expanded affordable homeownership and rental housing functions. Operating support is provided through the 2009 and 2010 HOME allocation as approved locally and by the U. S. Department of Housing and Urban Development. The Agreement included in Exhibit II specifies the various responsibilities and requirements for use of the subject HOME funds. HOME funds available for this purpose continue to decline as the Federal HOME allocations diminish.

BUDGETARY IMPACT:

Funds are allocated in the County's FY 2011 budget in Fund 147/2009 HOME Cost Center 220408 and/or 2010 HOME Cost Center 220432. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This standard Agreement is utilized annually for CHDO related activities. Kristin Hual, Assistant County Attorney, reviewed and approved the Agreement.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies involved with the delivery of HOME Program services must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Agreement and related implementation will be generally managed by NEFI in conjunction with AMR. Contract execution will be completed after Board approval and AMR will promptly begin actions required to initiate activities cited in the Agreement. All Project activities will be completed by AMR, including all related Federal requirements, within the term of this Agreement. Preparation of the Agreement has been coordinated with AMR.

Attachments

Attachment I

Attachment II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
- B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.

24. See Page 37.

25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

4. Taking the following action concerning approval of the 2009 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG; Cost Centers to be assigned):

1829

A. Approving the 2009 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2009 Annual Plan, detailing use of 2009 Community Development Block Grant (CDBG) funds, in the amount of \$2,101,113; 2009 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,795,021; and 2009 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,704; and

B. Authorizing the County Administrator to execute the 2009 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.

5. Taking the following action regarding the Community Development Block Grant-Recovery (CDBG-R) Grant for Sanitary Sewer Improvements awarded by the U.S. Department of Housing and Urban Development (Funding: Fund 129/CDBG, Cost Center to be assigned):

1829

A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$559,361, providing for the construction of public sanitary sewer system improvements in the Dorrie Miller/Aviation Field neighborhood, utilizing CDBG-R funds;

B. Authorizing the Chairman or County Administrator, as appropriate, to execute the Interlocal Agreement and all related documents as required to implement the project; and

C. Authorizing the Office of the Clerk of the Circuit Court to record the Interlocal Agreement in the Official Records of Escambia County.

ESCAMBIA CONSORTIUM
2010-2011 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES
FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$627,484

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 9 to 10 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION \$358,445

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 5 to 6 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE \$262,717

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 23-25 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE) \$267,567

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 8 affordable rental units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES \$ 89,189

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)

\$178,377

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2010 HOME Funds Available to the Consortium \$ 1,783,779
Local Match (provided through SHIP Program Resources)

TOTAL 2010 HOME FUNDS AVAILABLE \$ 1,783,779
=====

NOTE: IN ADDITION TO THE 2010 HOME FUNDS IDENTIFIED ABOVE, RESIDUAL 2009 HOME FUNDS WILL BE UTILIZED TO PARTIALLY FUND THIS AGREEMENT.

**AGREEMENT
CHDO OPERATING EXPENSE PROJECT**

THIS AGREEMENT is made and entered into this 1st day of April , 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **AMR AT PENSACOLA, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #59-2940706), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Operating Expense Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable housing units in Escambia County.

W I T N E S S E T H

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, AMR at Pensacola, Inc. (AMR), is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

WHEREAS, a portion of said grant funding has been prioritized for use in providing affordable housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, AMR's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464

1.2 Contract Coordinator for Recipient: Jennifer Handler, Project Director
AMR at Pensacola, Inc.
730 Bayfront Parkway, Suite 4-B
Pensacola, Florida 32502
Phone: (850) 438-4400
FAX: (850) 434-3690

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this agreement.

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable single family homes and scattered site affordable rental units within the bounds of the blighted Warrington, Englewood, Brownsville, Barrancas, and Palafox Community Redevelopment Areas established by the County on March 7, 1995, as subsequently amended; and the City of Pensacola's Community Redevelopment Area; and/or local Enterprise Zones as designated by the County or City of Pensacola.. The Recipient has received and is familiar with the resolutions, legal descriptions and maps defining such areas as evidenced by the certification contained in EXHIBIT III. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in EXHIBIT I of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed \$ **28,485.00** payable solely from available 2009 and/or 2010 HOME Program funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the AMR CHDO Operating Expense Project incorporated as **EXHIBIT II** of this agreement. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME Operating Expense Project personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be according to the Payment Schedule and Procedures, as described in **EXHIBIT I** of this agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in **EXHIBIT I** of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT I** of this agreement.

4.2 The report shall be due in January, April, July and October, and this obligation shall survive termination of this agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5.1 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the aforementioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.2 The Recipient shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors.

The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Recipient shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as additional insureds and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.3 The Recipient required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Recipient's coverage. The Recipient's policies of coverage will be considered primary s related to all provisions of the agreement.

5.4 The Recipient agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

5.5 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this agreement.

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the 1st day of April, 2011, and shall **terminate on November 30, 2011**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable unless specifically authorized by official action of the parties hereto.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of this CHDO Operating Expense Project.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this agreement.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient of the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

13. The Recipient accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Account and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year.

13.5 AMR at Pensacola, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, AMR at Pensacola, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2, and the Recipient is a current recipient of HOME CHDO funds. AMR at Pensacola, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.2 This agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

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

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

By: _____
Kevin W. White, Chairman

BCC Approved: March 17, 2011

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.
By: Austin Howard
Title: ACA
Date: 3/4/11

**AMR AT PENSACOLA, INC., a not for profit
corporation chartered in the State of Florida**

ATTEST:

Corporate Secretary

By: _____
President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, President, AMR at Pensacola, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
THE AMR CHDO OPERATING EXPENSE PROJECT**

RECIPIENT NAME: AMR AT PENSACOLA, INC.

I. SCOPE OF SERVICES

A. AMR at Pensacola, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and denoted responsibilities of this agreement. The County agrees to make available up to **\$ 28,485.00** in **2010 HOME Program** funds for the sole purpose of assisting Recipient's efforts to develop the staff and operational capacity to initiate the production of affordable housing units targeting homebuyers through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Warrington, Brownsville, Palafox, Barrancas, and Englewood Community Redevelopment Areas ("CRA"), and the City of Pensacola's Community Redevelopment Area; County and City Enterprise Zones; and other areas targeted for affordable housing production as officially designated or authorized by the Escambia County Board of County Commissioners, and Pensacola City Council, respectively.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2010** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

The Recipient shall secure competent staff and take steps to operationalize an affordable housing production program within the term of this agreement, and shall provide related reports as stipulated in Section V below. In addition to these operational and capacity enhancements, during the term of this agreement, Recipient shall complete the acquisition/rehabilitation or new construction of a minimum of **five (5)** single family affordable housing units for eligible homebuyers or renters within the designated CRA low income neighborhoods; or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Southern Building Code Congress.

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME Project funds.

B. Recipient shall secure non-HOME financial and non-financial resources as needed to produce a minimum of **five (5)** affordable homes within the twelve month term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: AMR at Pensacola, Inc.
730 Bayfront Parkway, Suite 4-B
Pensacola, Florida 32502

CONTACT PERSON: Jennifer Handler
TITLE: Project Director
PHONE: (850) 438-4400
FAX: (850) 434-3690

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request CHDO Operating Expense Project funds by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA SHIP PROGRAM

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective May 14, 2010)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,100	\$20,150	\$32,200	\$48,360
2	13,800	23,000	36,800	55,200
3	15,550	25,900	41,400	62,160
4	17,250	28,750	46,000	69,000
5	18,650	31,050	49,700	74,520
6	20,050	33,350	53,400	80,040
7	21,400	35,650	57,050	85,560
8	22,800	37,950	60,750	91,080

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: AMR AT PENSACOLA, INC.

DATE: _____

RE: PROJECT: HOME CHDO OPERATING EXPENSE PROJECT
CONTRACT: # 210/2011 AMR OPERATING

QUARTER: October-December April-June
 January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.

C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)

QUARTERLY FINANCIAL REPORT

AGENCY: AMR AT PENSACOLA, INC.

CONTRACT AMOUNT: \$ 28,485.00

Reporting Period (Quarter): 2010/2011
October-December
January-March
April-June
July-September

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Date

Position

EXHIBIT II

HOME CHDO OPERATING EXPENSE PROJECT BUDGET

AMR AT PENSACOLA, INC.
2010/2011 HOME CHDO OPERATING ASSISTANCE
PROJECT BUDGET

Personnel/Fringe Benefits:

Salary/Fringe Benefits	\$ 25,735.00
Marketing/Advertising Costs	\$ 700.00
Office/Operational Supplies (includes postage, internet services, etc.)	\$ 900.00
Travel	\$ 750.00
	\$ 400.00
TOTAL BUDGET	<u>\$ 28,485.00</u>

(Funds may be transferred between Line
Items shown above upon written request of
the Agency and written approval of NEFI)

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

**2. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTRY AND CITY OF
PENSACOLA)**

3. DESIGNATED URBAN INFILL AREAS

4. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR NEW HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the SHIP Program new construction activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. DESIGNATED ENTERPRISE ZONES (ESCAMBIA COUNTRY AND CITY OF PENSACOLA)

5. DESIGNATED URBAN INFILL AREAS

6. DESIGNATED NEIGHBORHOOD STABILIZATION PROGRAM TARGET AREAS

Acknowledged by:

AMR at Pensacola, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
AMR AT PENSACOLA, INC.**



Detail by Entity Name

Florida Non Profit Corporation

AMR AT PENSACOLA, INC.

Filing Information

Document Number N30736
FEI/EIN Number 592940706
Date Filed 02/16/1989
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 07/06/1989
Event Effective Date NONE

Principal Address

C/O JAMES J. REEVES
730 BAYFRONT PARKWAY, SUITE 4-B
PENSACOLA FL 32502

Changed 04/29/2005

Mailing Address

C/O JAMES J. REEVES
730 BAYFRONT PARKWAY, SUITE 4-B
PENSACOLA FL 32502

Changed 04/29/2005

Registered Agent Name & Address

REEVES, JAMES J.
730 BAYFRONT PARKWAY
SUITE 4-B
PENSACOLA FL 32502 US

Address Changed: 04/29/2005

Officer/Director Detail

Name & Address

Title P

FIELDS, CAROLYN
9101 ELY ST
PENSACOLA FL

Title VP

MACNEIL, MICHELLE

105 E DESOTO ST.
PENSACOLA FL

Title VPT

REEVES, JAMES J
730 BAYFRONT PARKWAY 4-B
PENSACOLA FL

Title D

LETT, CHRISTINE
3011 TORRES AVE.
PENSACOLA FL

Title D

COBB, LAMAR
101 W GARDEN ST.
PENSACOLA FL

Annual Reports

Report Year Filed Date

2008	04/21/2008
2009	02/02/2009
2010	04/01/2010

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-12**

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Certifying Official
President, AMR at Pensacola, Inc.

Date: _____

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

AMR AT PENSACOLA, INC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: AMR at Pensacola, Inc. Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-10-DC-12-0225

AMR at Pensacola, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

AMR at Pensacola, Inc.
730 Bayfront Parkway, Suite 4-B
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Two (2)

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name:

Title: **President/Owner**

Firm/Agency: **AMR at Pensacola, Inc.**

Street Address: **730 Bayfront Parkway, Suite 4-B**
 Pensacola, Florida 32502

CHDO Operating Assistance

Project Name

N/A

Project Number

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMB Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

HOME Program Funding Recipient:

AMR at Pensacola, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 28.

County Administrator's Report

Date: 04/07/2011
Issue: Community Housing Development Organization Operating Expense Project Agreement with Community Enterprise Investments, Inc.
From: Keith Wilkins, REP
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Housing Development Organization Operating Expense Project Agreement with Community Enterprise Investments, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium 2010 HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) Agreement with Community Enterprise Investments, Inc. (CEII):

- A. Approve entering into the CHDO Operating Expense Project Agreement with CEII to provide \$37,440 in 2010 HOME Program CHDO Operating Expense support, to assist CEII in developing the capacity to further expand participation in the HOME CHDO Rental Development Program, the Neighborhood Stabilization Program (NSP), and related affordable home ownership and rental housing activities; and
- B. Authorize the Chairman or Vice Chairman to execute the CHDO Operating Expense Project Agreement and all related documents as required to implement the Agreement and provisions thereof.

[Funding: Fund 147/2010, HOME, Cost Center 220432]

BACKGROUND:

Annually, the Board approves an allocation from the Escambia Consortium HOME Investment Partnerships Program grant for CHDO operating and project management assistance to be provided to the three locally designated CHDO's: AMR at Pensacola, Inc. (AMR); Community Enterprise Investments, Inc. (CEII); and Circle, Inc. (Circle). The Board approved the 2010 Escambia Consortium Consolidated Plan incorporating the 2011 HOME Program allocation on July 8, 2010 (See Exhibit I for resume and HOME program summary). Currently, CEII, AMR and Circle are the active local non profit

corporations that meet the requirements for CHDO designation in accordance with provisions of the Federal HOME Program. CEII's affordable housing activities include the development of affordable homeownership and rental housing within the County and City of Pensacola. CEII continues to expand its capacity to participate in homebuyer education and counseling activities, HOME CHDO rental development activities, including recent commitment of a large scale multi-family development, and related affordable housing and community redevelopment programs, including the NSP.

The HOME Regulations, at 24 CFR Part 92, give the County authority to provide limited operating support to designated CHDO's enabling the organizations to develop staff and operating capacity to undertake expanded affordable homeownership and rental housing functions. Operating support is provided through the 2010 HOME allocation as approved locally and by the U. S. Department of Housing and Urban Development. The Agreement specifies the various responsibilities and requirements for use of the subject HOME funds. HOME funds available for this purpose continue to decline as the Federal HOME allocations diminish.

BUDGETARY IMPACT:

Funds are allocated in the County's FY 2011 budget in Fund 147/HOME Cost Center 220432. No County general revenue funds are required for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

This standard Agreement is utilized annually for CHDO related activities. Kristin Hual, Assistant County Attorney, approved the Agreement.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies delivering HOME Program services must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Agreement and related implementation will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with CEII. Contract execution will be completed after Board approval and CEII will begin actions required to initiate activities cited in the Agreement. All Project activities will be completed by CEII, including all related Federal requirements, within the term of this Agreement. Preparation of the Agreement has been coordinated with CEII.

Attachments

Attachment I

Attachment II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
- B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.

24. See Page 37.

25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

ESCAMBIA CONSORTIUM
2010-2011 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$627,484**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 9 to 10 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$358,445**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 5 to 6 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOME BUYER ASSISTANCE **\$262,717**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 23-25 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE) **\$267,567**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 8 affordable rental units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES **\$ 89,189**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT) **\$178,377**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2010 HOME Funds Available to the Consortium \$ 1,783,779
 Local Match (provided through SHIP Program Resources)

TOTAL 2010 HOME FUNDS AVAILABLE **\$ 1,783,779**
=====

**AGREEMENT
CHDO OPERATING EXPENSE PROJECT**

EXHIBIT II

THIS AGREEMENT is made and entered into this 1st day of April, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FED ID #59-1586520), hereinafter referred to as the "**Recipient**," for the sole purpose of assisting Recipient through the HOME Operating Expense Project, (hereinafter referred to as "Project"), in developing the staff and operational capacity to produce affordable ownership and rental housing units in Escambia County.

WITNESSETH

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County, and

WHEREAS, CEII is a non-profit Florida corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the provision of rental and home ownership housing for lower income persons and families, and

WHEREAS, the County is the recipient of HOME Investment Partnerships Program grant funds made available through the U.S. Department of Housing and Urban Development, and

WHEREAS, a portion of said grant funding has been prioritized for use in providing affordable housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, CEII's organizational structure fulfills the statutory requirements for designation as a local CHDO as specified in 24 CFR Part 92, Subpart G.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties to this agreement consent to the following:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this agreement and attending regular meetings with the Recipient, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464

1.2 Contract Coordinator for
Recipient:

James Oleksak, President
Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501
Phone: (850) 595-6234
FAX: (850) 595-6264

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this agreement.

2.1 The Recipient shall directly provide as a first priority those services required to acquire, rehabilitate, construct, and/or develop affordable single family homes and scattered site affordable rental units within the bounds of the blighted Warrington, Englewood, Brownsville, Barrancas, and Palafox Community Redevelopment Areas established by the County on March 7, 1995, as subsequently amended; the City of Pensacola's Community Redevelopment Area; local Enterprise Zones as designated by the County or City of Pensacola and/or areas targeted by the Escambia County Neighborhood Stabilization Program (NSP);. The Recipient has received and is familiar with the resolutions, legal descriptions and maps defining such areas as evidenced by the certification contained in EXHIBIT III. Recipient may also undertake housing production in other areas, but only to the extent that such production is expressly targeted to and initially occupied by families meeting the Low Income definition cited in EXHIBIT I of this agreement.

ARTICLE III

Funding

3. The County agrees to pay to Recipient an amount not to exceed **\$37,440.00** payable solely from available 2010 HOME Program funds. County shall restrict the utilization of Project funds to those budgetary line items cited for the CEII CHDO Operating Expense Project incorporated as **EXHIBIT II** of this agreement. Recipient shall document the utilization of the HOME funds solely for the purposes cited in this agreement.

3.1 The Recipient and County agree that the County shall disburse the HOME Program funds from Fund 147, the Escambia Consortium HOME Fund, as legally established within the budget accounts and records of the County. Said funds shall be disbursed only upon presentation of completely and accurately documented expenditure records and reports.

3.2 The County shall reimburse the Recipient from funds allocated in paragraph 3 above over the period of this contract for services provided under the terms, conditions and restrictions set forth in **EXHIBIT I** of this agreement, subject to submission of all support documentation with respect to expenses directly allocable to this HOME Project. Clear documentation shall be presented to NEFI for review and approval regarding reimbursement of HOME Operating Expense Project personnel costs, operating expenses, staff training and educational costs, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be according to the Payment Schedule and Procedures, as described in **EXHIBIT I** of this agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide copies of the Project Quarterly Report to the County (via NEFI), including a narrative summary of progress and financial statement described in EXHIBIT I of this agreement.

4.1 The Recipient shall use the form of Quarterly Report that has been approved by the County as described in EXHIBIT I of this agreement.

4.2 The report shall be due in January, April, July and October, and this obligation shall survive termination of this agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The Recipient shall provide the County with additional information as may be required by state or federal agencies to substantiate HOME Program activities and/or Project expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5.1 The Recipient shall act as an independent contractor, and not as an employee of the County; or its designated Agent, NEFI, in providing the afore-mentioned services. The Recipient shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.2 The Recipient shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Recipient in managing and implementing the activities described herein with combined single limits of \$1,000,000, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Recipient shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Recipient shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Recipient shall furnish copies of the Recipient's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Recipient shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Recipient shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.3 The Recipient required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Recipient's coverage. The Recipient's policies of coverage will be considered primary s related to all provisions of the agreement.

5.4 The Recipient agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

5.5 The Recipient and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this agreement, as well as any other specific requirements stated elsewhere in this document. Recipient agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Recipient, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Recipient assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this agreement.

ARTICLE VI

Contract Period and Termination

6. This agreement shall be effective for the period beginning the 1st day of April, 2011, and shall terminate on November 30, 2011, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall be non-renewable.

6.1 Provided, that if the contract manager agrees that Recipient has failed to satisfactorily perform its duties as set forth herein, or in the event that HOME Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The Recipient shall be subject to a performance review by the contract manager and/or alternate representatives of the County, at three (3), six (6) and nine (9) month intervals based upon the effective date of this agreement. The three (3) month review will be advisory in nature and designed to assist the Recipient in identifying impediments to effective implementation of the Project.

6.3 The six (6) month review shall examine the Recipient's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this agreement. In the event of identified deficiencies, a written performance report shall be provided by the contract manager to the Recipient at the six (6) month interval, indicating any performance deficiencies or financial irregularities. Failure of the Recipient to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.4 The nine (9) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the Project.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this agreement. Further, Recipient shall maintain programmatic records, housing production records, and client files documenting the full range of accomplishments achieved as a result of this CHDO Operating Expense Project.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Recipient shall be fully responsible and directly liable for the proper expenditure of all HOME Program funds provided to the Recipient through this agreement. In the event of misappropriation of HOME Program funds or the use of HOME Program funds for ineligible expenditures by the Recipient, said Recipient shall be liable for immediate repayment of improperly expended HOME Program funds to the County or U. S. Department of Housing and Urban Development as may be required.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this agreement.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Program Income

10. Project related assistance provided through this agreement shall be in the form of direct grant to the Recipient.

ARTICLE XI

Uniform Requirements

11. The Recipient shall comply with applicable provisions of the HOME Program regulatory requirements specified at 24 CFR Part 92 and all applicable provisions of OMB Circular A-122 and 24 CFR Part 84 with regard to management and implementation of the Project. By execution of the certification contained in **EXHIBIT V** of this agreement recipient acknowledges receipt and familiarity with 24 CFR Part 92; OMB Circular A-122; and 24 CFR Part 84. The omission of an applicable regulatory reference shall not relieve Recipient the responsibility to fully familiarize itself with all governing regulations applicable to this Project. The Recipient agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the U. S. Department of Housing and Urban Development.

ARTICLE XII

Procurement

12. The Recipient shall be required to utilize procurement procedures which minimally conform to provisions of OMB Circular A-122, or the Recipient's written procurement policy, whichever is more restrictive.

ARTICLE XIII

General Provisions

13. The Recipient accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV** and **V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

13.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

13.2 To permit and facilitate such audits by Escambia County, designated independent auditing firm(s) or their authorized representatives as may be required in relation to this agreement;

13.3 To produce all documents upon request by the County or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Recipients' corporate accounting year.

13.5 Community Enterprise Investments, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this agreement. Further, Community Enterprise Investments, Inc. currently meets the requirements for designation as a Community Housing Development Organization ("CHDO"), as defined by the HOME Regulations at 24 CFR Part 92.2, and the Recipient is a current recipient of HOME CHDO funds. Community Enterprise Investments, Inc. shall maintain its status for the duration of this agreement.

ARTICLE XIV

Understanding of Terms

14.1 This agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Recipient and County or in accordance with the provisions contained in this document.

14.2 This agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

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

14.5 All notices under this agreement shall be in writing, and shall be sent by certified mail to the parties identified in paragraph 1.1 and 1.2 above.

14.6 Each individual executing this agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Kevin W. White, Chairman

Deputy Clerk

BCC Approved: March 17, 2011

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 3/4/11

**COMMUNITY ENTERPRISE INVESTMENTS,
INC., a not for profit corporation chartered in
the State of Florida**

ATTEST:

Corporate Secretary

By: _____
President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, President, Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**SPECIFIC TERMS AND CONDITIONS FOR
THE CEII CHDO OPERATING EXPENSE PROJECT**

RECIPIENT NAME: COMMUNITY ENTERPRISE INVESTMENTS, INC.

I. SCOPE OF SERVICES

A. Community Enterprise Investments, Inc. ("Recipient") shall provide affordable housing production services under the terms, conditions, requirements and responsibilities of this agreement. The County agrees to make available up to **\$37,440.00 in 2010 HOME Program funds** for the sole purpose of assisting Recipient's efforts to develop the staff and operational capacity to expand the production of affordable home ownership and rental housing units through acquisition, acquisition/rehabilitation and/or new construction activities. Said housing production activities shall be limited to Escambia County, and priority shall be afforded to the Warrington, Brownsville, Englewood, Barrancas and Palafox Community Redevelopment Areas ("CRA"); and the City of Pensacola's Community Redevelopment Area; the County and City Enterprise Zones; areas targeted by the Escambia County Neighborhood Stabilization Program (NSP); and other areas targeted for affordable housing production, as officially designated by the Board of County Commissioners and Pensacola City Council, respectively.

B. The HOME funds provided through this agreement are restricted to the items cited in the Project budget incorporated in **EXHIBIT II** of this agreement.

C. Housing production activities associated with this Project agreement shall be limited to activities benefiting: (1) the designated priority CRA "low-income neighborhoods" evidencing slum and blight as cited above; or (2) documented low income families who reside or will reside within the geographic boundaries of Escambia County, Florida.

D. For purposes of this agreement, a "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola "MSA" median income adjusted for family size (current **2010** income limits are included in this section for reference). "Low-income neighborhood" is defined as a neighborhood that has at least 51 percent of its households at or below 80% of Pensacola MSA median income, adjusted for family size. The Contract Manager shall annually provide updated income eligibility guidelines for use by the Recipient in carrying out the requirements of this agreement.

II. OBJECTIVES

The Recipient shall secure competent staff and take steps to operationalize and implement an affordable housing production and/or preservation program within the term of this agreement, and shall provide related reports as stipulated in Section V below. In addition to these operational and capacity enhancements, during the term of this agreement, to advance *homeownership, rental and/or special needs housing priorities* in the community, Recipient shall provide documentation of: (a) its designation as a HUD Certified Housing Counseling Agency, and (b) a minimum eight (8) hour structured homeownership education program targeting potential homebuyers, but more specifically to support implementation of Neighborhood Stabilization Program (NSP) homeownership initiatives. Said education program shall minimally include: general information regarding the home buying process; an overview of mortgage and related financing issues; homeownership counseling; credit analysis; credit scoring and workout

counseling; individualized counseling and follow-up (homebuyer readiness assistance); discussion of predatory lending practices; precautions concerning "high risk loans;" and routine interaction with members of the local lending community and local governments with respect to changes in the mortgage market and/or home purchase assistance programs. During the term of this Agreement, Recipient shall provide homebuyer education services for a minimum of **one hundred (100)** potential homebuyers with a goal of providing at least **fifty (50)** SHIP or NSP eligible homebuyers for affordable housing units sponsored by Escambia County and/or the City of Pensacola. Though of secondary priority, to advance *enhanced affordable rental opportunities* in the community, Recipient shall: (a) diligently pursue completion of construction and attaining initial 100% occupancy of the 96-unit *Palafox Landing Rental Development* by October 31, 2011; and/or (b) produce a minimum of **six (6)** affordable scattered site or multi-family rental units for occupancy by eligible families within the designated CRA low income neighborhoods or for initial occupancy by low income families within Escambia County. Affordability shall be defined to require that total housing costs for principal, interest, taxes and insurance ("PITI") shall not exceed thirty percent (30%) of gross family income. New or rehabilitated housing units shall be constructed or rehabilitated generally in accordance with governing standards promulgated by the Southern Building Code Congress.

III. SERVICES

A. Recipient shall develop forms, policies, client intake and tracking form(s), homebuyer processing procedures, financial record keeping controls, and other methods to document beneficiaries, Project costs, and proper utilization of HOME Project funds.

B. Recipient shall secure non-HOME financial and non-financial resources, as needed, to provide homebuyer education services for a minimum of **one hundred (100)** persons specifically in support of City and County affordable housing initiatives and to produce minimum of **six (6)** affordable rental units within the term of this agreement. HOME funds provided under this agreement shall not be utilized for payment of direct costs for acquisition, rehabilitation or construction of housing.

IV. RECIPIENT INFORMATION

RECIPIENT: Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501

CONTACT PERSON: James Oleksak
TITLE: President
PHONE: (850) 595-6234
FAX: (850) 595-6264

V. QUARTERLY REPORTS

A. Recipient shall prepare and provide to the contract manager a report of Project activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this agreement until received by the County, or its agent, NEFI.

B. The Quarterly Report shall contain a narrative on the progress of the Project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding further payment to the Recipient.

VI. AUDIT REQUIREMENTS

The Recipient shall provide the contract manager with an audit report showing the financial affairs of the Recipient for the accounting period(s) encompassed by the term of this agreement. The audit period shall conform to the Corporation's designated accounting year.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. As a pre-condition to payment by the County hereunder, not more often than monthly, the Recipient shall submit a written reimbursement request for CHDO Operating Expense Project funds by presenting to the contract manager all supporting documentation detailing items for reimbursement. The contract manager shall review the documentation and shall process the request for payment unless deficiencies are detected, whereupon the contract manager will immediately notify Recipient of the deficiency. The County shall pay the eligible HOME reimbursement to the Recipient within fifteen (15) days of the date the payment voucher is received in the Clerk of the Circuit Court's Finance Office.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Recipient. Additionally, the County's agent, NEFI, will review the Project at three (3), six (6) and nine (9) month intervals. The Recipient shall provide Project related information to the contract manager to assist in the review and will be responsible for compliance with the terms of this agreement.

B. The County shall review and evaluate Recipient's performance under this agreement and the effectiveness of the Project in producing affordable ownership and rental housing units. If found to be ineffective, modification may be made to this agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of the agreement.

ESCAMBIA/PENSACOLA SHIP PROGRAM

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective May 14, 2010)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)	MODERATE INCOME (120% OF MEDIAN)
1	\$12,100	\$20,150	\$32,200	\$48,360
2	13,800	23,000	36,800	55,200
3	15,550	25,900	41,400	62,160
4	17,250	28,750	46,000	69,000
5	18,650	31,050	49,700	74,520
6	20,050	33,350	53,400	80,040
7	21,400	35,650	57,050	85,560
8	22,800	37,950	60,750	91,080

QUARTERLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA/PENSACOLA HOME PROGRAM

FROM: COMMUNITY ENTERPRISE INVESTMENTS, INC.

DATE: _____

**RE: PROJECT: HOME CHDO OPERATING EXPENSE PROJECT
CONTRACT # 2010/2011 CEII OPERATING**

QUARTER:	October-December	April-June
	January-March	July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ACTIVITIES HAVE BEEN ACCOMPLISHED.

B. GIVE A COMPLETE LISTING OF THE AGENCIES OR INDIVIDUALS PARTICIPATING IN RECIPIENT ACTIVITIES AND THEIR INVOLVEMENT.

C. IDENTIFY ANY PERTINENT INFORMATION CONCERNING THE PROJECT'S PROGRESS OR PROJECT FUNDING. (IDENTIFY ANY PROBLEMS OR CONCERNS)

QUARTERLY FINANCIAL REPORT

AGENCY: COMMUNITY ENTERPRISE INVESTMENTS, INC.

CONTRACT AMOUNT: \$ 37,440.00

Reporting Period (Quarter): 2010/2011
October-December
January-March
April-June
July-September

EXPENDITURES: _____

<u>EXPENDITURES BY LINE ITEM</u>	<u>HOME REIMBURSEMENT REQUESTED</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total expenditures this period	\$ _____
Remaining contract amount	\$ _____
Balance end of this reporting period	\$ _____

Comments _____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Date

Position

EXHIBIT II

HOME CHDO OPERATING EXPENSE PROJECT BUDGET

**COMMUNITY ENTERPRISE INVESTMENTS, INC.
2010/2011 HOME CHDO OPERATING ASSISTANCE CONTRACT
PROJECT BUDGET**

Personnel/Fringe Benefits:

Homeownership Program Director (allocated portion of total salary)	\$ 23,400.00
Fringe Benefits (Program Director)	\$ 1,100.00
Vice President for Administration (Accountant) (allocated portion of total salary)	\$ 8,282.00
Executive Director - Housing (allocated portion of total salary)	\$ 4,658.00

TOTAL BUDGET

\$ 37,440.00
=====

(Funds may be transferred between Line
Items shown above upon written request of
the Agency and written approval of NEFI)

EXHIBIT III

DOCUMENTATION CONCERNING:

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

2. NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET AREAS

3. DESIGNATED URBAN INFILL AREAS

**CERTIFICATION AND ACKNOWLEDGEMENT
REGARDING PRIORITY AREAS FOR NEW HOUSING DEVELOPMENT**

This certification acknowledges receipt of maps and legal descriptions of the various targeted areas identified in this agreement for purposes of implementation of the SHIP Program new construction activities financed by Escambia County and the City of Pensacola. I/We have received, reviewed, and understand the maps and legal descriptions delineating the following areas within Escambia County and the City of Pensacola.

1. DESIGNATED COMMUNITY REDEVELOPMENT AREAS:

**COUNTY: WARRINGTON, BROWNSVILLE, ENGLEWOOD,
PALAFOX and BARRANCAS**

CITY: PENSACOLA URBAN AREA REDEVELOPMENT AREA

- 2. NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET AREAS
(including: NSP1, NSP2 & NSP3)**
- 3. DESIGNATED URBAN INFILL AREAS**

Acknowledged by:

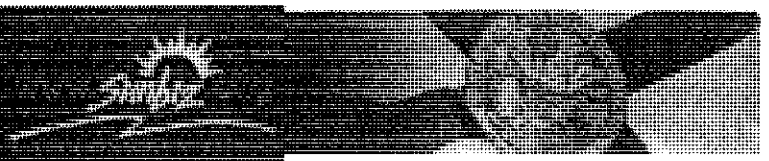
Community Enterprise Investments, Inc.

By: _____

Date: _____

EXHIBIT IV

**DOCUMENTATION OF NON-PROFIT STATUS
COMMUNITY ENTERPRISE INVESTMENTS, INC.**



Detail by Entity Name

Florida Non Profit Corporation

COMMUNITY ENTERPRISE INVESTMENTS, INC.

Filing Information

Document Number 731389
FEI/EIN Number 591586520
Date Filed 12/17/1974
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/24/2006
Event Effective Date NONE

Principal Address

302 N. BARCELONA ST.
PENSACOLA FL 32501

Changed 06/30/1986

Mailing Address

302 N. BARCELONA ST.
PENSACOLA FL 32501

Changed 06/30/1986

Registered Agent Name & Address

MOORE, HILL & WESTMORELAND, PA
220 WEST GARDEN STREET
NINTH FLOOR
PENSACOLA FL 32502 US

Name Changed: 04/23/2009

Address Changed: 04/23/2009

Officer/Director Detail

Name & Address

Title VC

LEWIS, DEANA
220 W. GARDEN STREET
PENSACOLA FL 32502

Title S

YOUNG, MARIE
800 N. LEE STREET
PENSACOLA FL 32504

Title C/P

TOWNSEND, RONALD
1400 NORTH
PENSACOLA FL 32501

Title M

BYRD, WILLIAM
2550 NORTH 15TH AVE
PENSACOLA FL 32501

Title T

FERREIRA, JAMES
70 NORTH BAYLEN ST
PENSACOLA FL 32502

Title ED

OLEKSAK, JAMES
302 N. BARCELONA STREET
PENSACOLA FL 32501

Annual Reports

Report Year	Filed Date
2008	04/28/2008
2009	04/23/2009
2010	01/11/2010

EXHIBIT V

**HOME PROGRAM FORMS AND ACKNOWLEDGEMENT
OF RECEIPT OF GOVERNING RULES AND REGULATIONS
AND OMB CIRCULAR A-122**

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Certifying Official

President, Community Enterprise Investments, Inc.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

COMMUNITY ENTERPRISE INVESTMENTS, INC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company: Community Enterprise Investments, Inc. Date: _____

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: _____M-10-DC-12-0225

Community Enterprise Investments, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Community Enterprise Investments, Inc.
302 North Barcelona Street
Pensacola, Florida 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Three (3)

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: _____

Title: **President**

CHDO Operating Assistance

Project Name

N/A

Project Number

Firm/Agency: **Community Enterprise Investments, Inc.**

Street Address: **302 North Barcelona Street**
Pensacola, Florida 32501

CERTIFICATION OF RECEIPT
HOME PROGRAM RULES AND REGULATIONS
AND OMB CIRCULAR A-122

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current HOME Program Regulations at 24 CFR Part 92, a copy of OMB Circular A-122, and copies of any amendments to the governing regulations, as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the various regulations and requirements and understand the requirements which govern the HOME funding provided under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of the requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Community Development for review and resolution.

Additionally, I/We have received a complete copy of the HOME (and Section 8) Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the governing regulations in this Exhibit. I/We understand that additional copies of the entire text of the Regulations, OMB Circular, and/or Income Compliance Manual will be promptly provided upon written request directed to the Contract Manager by this recipient.

HOME Program Funding Recipient:

Community Enterprise Investments, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 29.

County Administrator's Report

Date: 04/07/2011
Issue: Acquisition of Real Property, Located Adjacent to Saufley Field C&D Site, from Michael and Sandra Johnson
From: Joy D. Blackmon, P. E., Bureau Chief
Organization: Public Works-Infrastructure Branch
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property, Located Adjacent to Saufley Field C&D Site, from Michael and Sandra Johnson - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property, located adjacent to Saufley Field C&D Site, from Michael and Sandra Johnson:

A. Authorize staff to make an offer to Michael and Sandra Johnson to purchase three parcels of real property (totaling approximately 4.92 acres) for \$262,000, which is \$60,000 above the appraised amount of \$202,000; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the acquisition of this property.

Meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, which abuts the east property line of the Saufley C&D site and is owned by Michael and Sandra Johnson. As part of the Saufley Field C&D Landfill Revitalization Project, the consultant has determined that there is a need for additional property for a combined pond site, lay-down area and borrow source.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 220613]

BACKGROUND:

Meeting in regular session on June 17, 2010, the Board approved the recommendation presented to the Committee of the Whole on June 10, 2010, authorizing staff to initiate the purchase process for three contiguous parcels of property (totaling approximately 4.92 acres), located at 5640 Saufley Field Road, which abuts the East property line of the Saufley C&D site, and is owned by Michael and Sandra Johnson. As part of the Saufley Field C&D Landfill Revitalization Project, the consultant has determined that there is a need for additional property for a combined pond site, lay-down area and borrow source.

An appraisal performed by Brantley & Associates, dated August 13, 2010, places a value of \$202,000 on this property, which consists of a residential structure on approximately 4.92 acres. Staff discussed the appraised value with the owners, who indicated that they could not accept the appraised value and countered with an offer of \$275,000. Staff informed the owners of the Board's position of not paying more than the appraised value of real property. The property owners subsequently indicated to staff that they would take \$262,000, with the owners to pay closing costs, which is their bottom line offer. Staff has looked at other properties in the area of Saufley C&D, but these are smaller parcels with multiple owners and not as ideally situated as the Johnson properties.

While staff understands the Board's reluctance to pay more than an appraised value, we believe that in this case there are factors which justify paying the asking price. This property, as opposed to other possibilities, offers an area directly adjacent the Saufley facility, and has direct access to Saufley Field Road. The property is large enough to provide the stormwater treatment/attenuation system that will be required for this project (as well as potential use for a regional type retention pond for the area to the north of the Saufley site), and will also provide a fill/cover source for the project, reducing the truck traffic impact to the Saufley Field Road system, as well as providing a staging area adjacent to the construction site.

Staff is requesting Board authorization to proceed with this acquisition. Any offer approved by the Board shall include that the property owners will be responsible for the payment of closing costs of documentary stamps and that the property owners respond within 30 days from the date of the offer.

BUDGETARY IMPACT:

Funds for this project are available in Fund 401/Cost Center 220613.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Minutes COW 06/17/11

Minutes BCC 07/08/11

Parcel 1

Parcel 2

Parcel 3

Appraisal Parcel 1

Appraisal Parcel 2

Appraisal Parcel 3

map

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Status Update to the Neighborhood Plan on Perdido Key
 - A. Discussion – The *CW* was advised by T. Lloyd Kerr, Bureau Chief, Development Services Bureau, regarding the Status Update to the Neighborhood Plan on Perdido Key, that staff had presented the *Perdido Key Neighborhood Plan (PKNP) Status of Objectives* to the Planning Board and, further, that a community meeting will be scheduled for the end of July 2010; and
 - B. Board Direction – None.
5. Proposed Purchase of Property Adjacent to Saufley Field Construction & Demolition Debris Site
 - A. Discussion – The *CW* viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Proposed Purchase of Property Adjacent to Saufley Field Construction & Demolition Debris (C&DD) Site*, as presented by James "Jim" Howes, Recycling Operations Manager, Solid Waste Division, and was advised by Mr. Howes that the (*Johnson*) property, which consists of three parcels totaling approximately five acres, could be used for (*construction of*) a stormwater retention pond, and, further, that the (*excavated*) material from the pond site could be used for fill material for the C&DD site, which would result in a savings for the County; and
 - B. Board Direction – The *CW* recommends the Board take the following action concerning the proposed purchase of property adjacent to the Saufley Field C&DD site:
 - (1) Authorize staff to pursue the acquisition, by purchase, of property located adjacent to the Saufley Field C&DD site; and
 - (2) Authorize staff to negotiate and perform surveys, assessments, and (*obtain two*) appraisals.

Recommended 5-0

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

5. Continued...

D. Report of the June 10, 2010, C/W Workshop – Continued

AGENDA NUMBER – Continued

5. Proposed Purchase of Property Adjacent to Saufley Field Construction & Demolition Debris Site

- A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Proposed Purchase of Property Adjacent to Saufley Field Construction & Demolition Debris (C&DD) Site*, as presented by James "Jim" Howes, Recycling Operations Manager, Solid Waste Division, and was advised by Mr. Howes that the (*Johnson*) property, which consists of three parcels totaling approximately five acres, could be used for (*construction of*) a stormwater retention pond, and, further, that the (*excavated*) material from the pond site could be used for fill material for the C&DD site, which would result in a savings for the County; and
- B. Board Direction – The C/W recommends the Board take the following action concerning the proposed purchase of property adjacent to the Saufley Field C&DD site:
- (1) Authorize staff to pursue the acquisition, by purchase, of property located adjacent to the Saufley Field C&DD site; and
 - (2) Authorize staff to negotiate and perform surveys, assessments, and (*obtain two*) appraisals.

Recommended 5-0

(Continued on Page 16)

PARCEL 1

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	381S313305001001
Account:	091769100
Owners:	JOHNSON MICHAEL L & JOHNSON SANDRA K
Mail:	5654 SAUFLEY FIELD RD PENSACOLA, FL 32526
Situs:	5640 SAUFLEY FIELD RD
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	

2009 Certified Roll Assessment	
Improvements:	\$1
Land:	\$15,342
Total:	\$15,343
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/27/2009	6419	1879	\$100	QC	View Instr
12/2003	5338	1232	\$100	QC	View Instr
07/1998	4283	396	\$20,000	CJ	View Instr
03/1989	2673	179	\$100	WD	View Instr
04/1987	2408	712	\$100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Certified Roll Exemptions	
None	
Legal Description	
N 639 FT OF E 220 FT OF S 689 FT OF SW1/4 OF SW1/4 OR 6419 P 1879	
Extra Features	
None	

Parcel Information

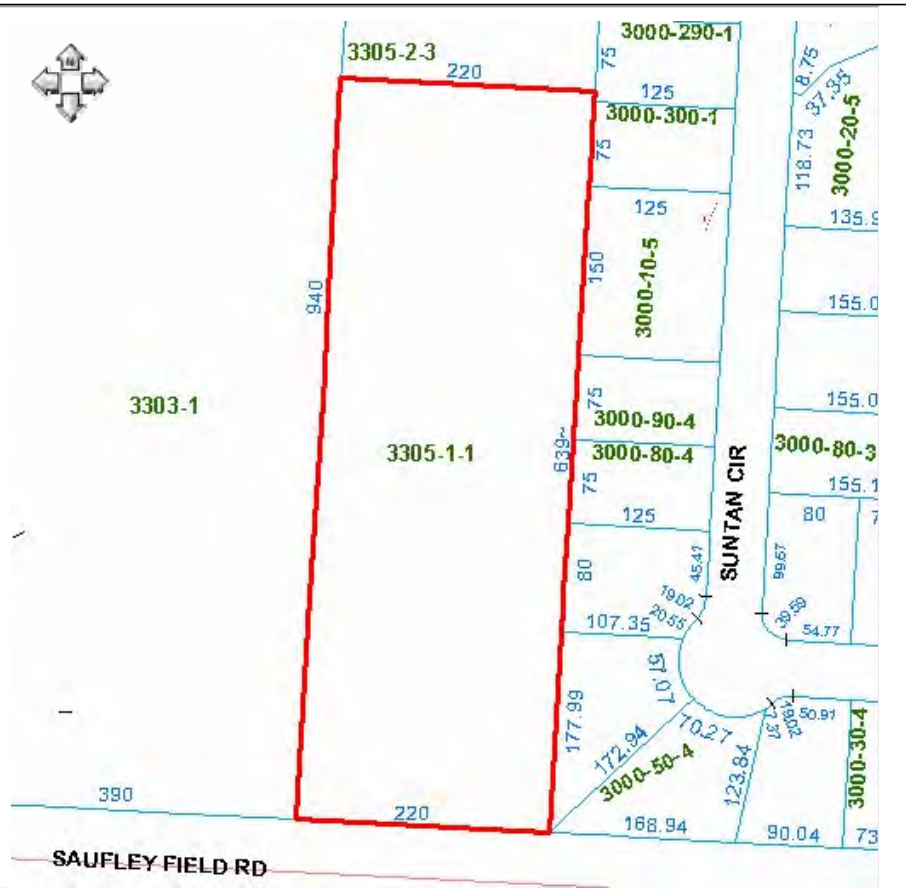
[Restore Map](#)

[Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
[38-1S-31-2](#)

Approx. Acreage:
3.3800

Zoned:
R-R



PARCEL 2

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	381S313305002003
Account:	091770015
Owners:	JOHNSON MICHAEL L & SANDRA K
Mail:	5654 SAUFLEY FIELD RD PENSACOLA, FL 32526
Situs:	5654 SAUFLEY FIELD RD
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Certified Roll Assessment	
Improvements:	\$77,360
Land:	\$10,830
Total:	\$88,190
Save Our Homes:	\$61,747
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/1994	3601	967	\$100	QD	View Instr
04/1994	3601	965	\$100	QC	View Instr
04/1994	3600	821	\$100	QC	View Instr
04/1992	3156	625	\$1,500	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Certified Roll Exemptions	
HOMESTEAD EXEMPTION	
Legal Description	
BEG AT SW COR OF SEC ELY ALG S LI 1096 64/100 FT NLY DEFLECTING 89 DEG 0 MIN 41 SEC LEFT 689 25/100 FT FOR...	
Extra Features	
CARPORT	

Parcel Information

[Restore Map](#)

[Get Map Image](#)

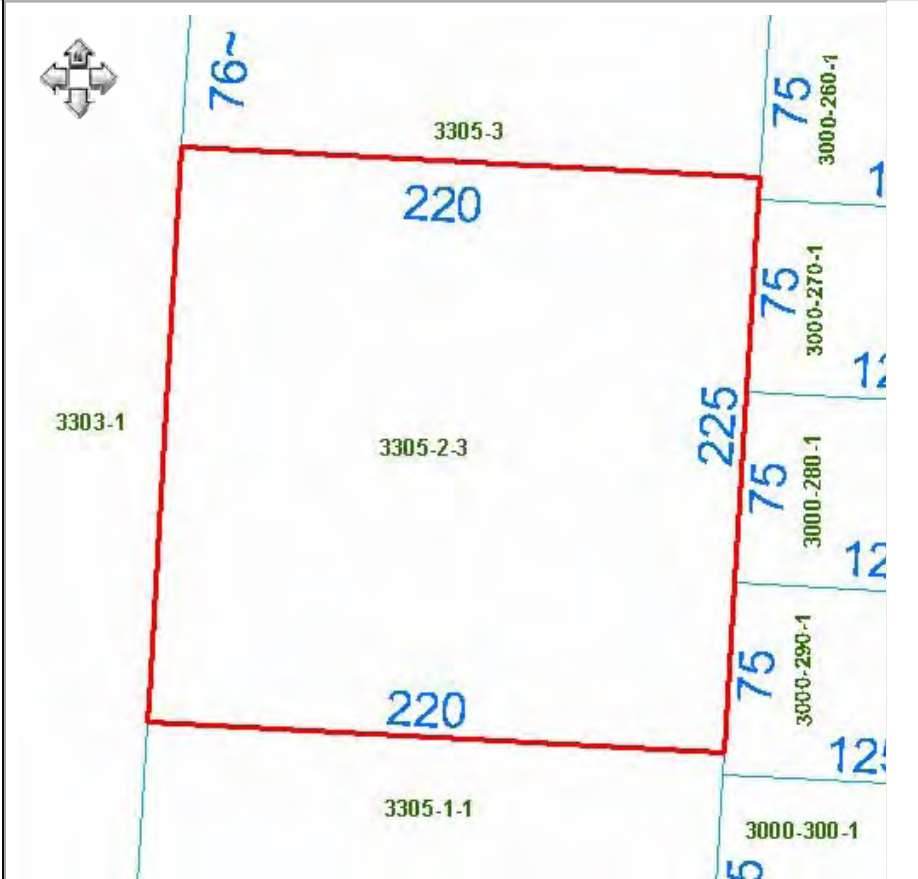
[Launch Interactive Map](#)

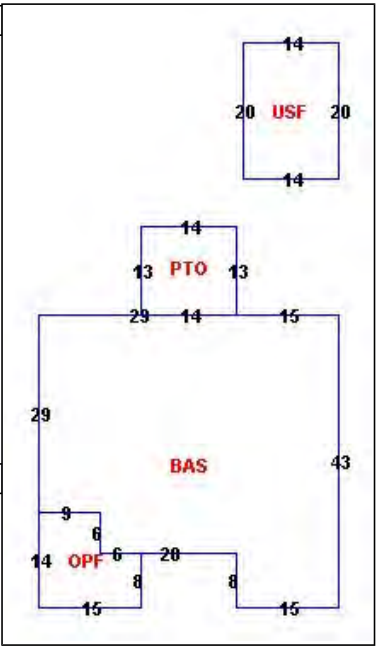
Section Map Id:

[38-1S-31-2](#)

Approx. Acreage:
1.1600

Zoned:
R-R



Buildings	
Building 1 - Address: 5654 SAUFLEY FIELD RD, Year Built: 1992, Effective Year: 1992	
Structural Elements FOUNDATION - WOOD/SUB FLOOR EXTERIOR WALL - VINYL SIDING NO. PLUMBING FIXTURES - 6.00 DWELLING UNITS - 1.00 ROOF FRAMING - GABL/HIP HI PTC ROOF COVER - DIMEN/ARCH SHNG INTERIOR WALL - PANEL-PLYWOOD FLOOR COVER - CARPET NO. STORIES - 2.00 DECOR/MILLWORK - ABOVE AVERAGE HEAT/AIR - CENTRAL H/AC STRUCTURAL FRAME - WOOD FRAME	
Areas - 2242 Total SF BASE AREA - 1606 OPEN PORCH FIN - 174 PATIO - 182 UPPER STORY FIN - 280	

Images



01/27/10

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.

PARCEL 3

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	381S313305000003
Account:	091770000
Owners:	JOHNSON ANNIE BELL
Mail:	C/O MICHAEL JOHNSON 5654 SAUFLEY FIELD RD PENSACOLA, FL 32526
Situs:	5650 SAUFLEY FIELD RD
Use Code:	MOBILE HOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2009 Certified Roll Assessment	
Improvements:	\$3,633
Land:	\$9,025
Total:	\$12,658
Save Our Homes:	\$3,412
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2001	4681	284	\$100	QC	View Instr
01/2001	4681	283	\$100	QC	View Instr
01/2001	4681	282	\$100	QC	View Instr
01/2001	4681	281	\$100	QC	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2009 Certified Roll Exemptions	
HOMESTEAD EXEMPTION,WIDOW	
Legal Description	
N 76 FT OF S 990 FT OF E 220 FT OF SW1/4 OF SW1/4 DB 485 P 416 OR 1723 P 482 OR 4681 P 281/282/283/284/...	
Extra Features	
SCREEN PORCH	

Parcel Information

[Restore Map](#)

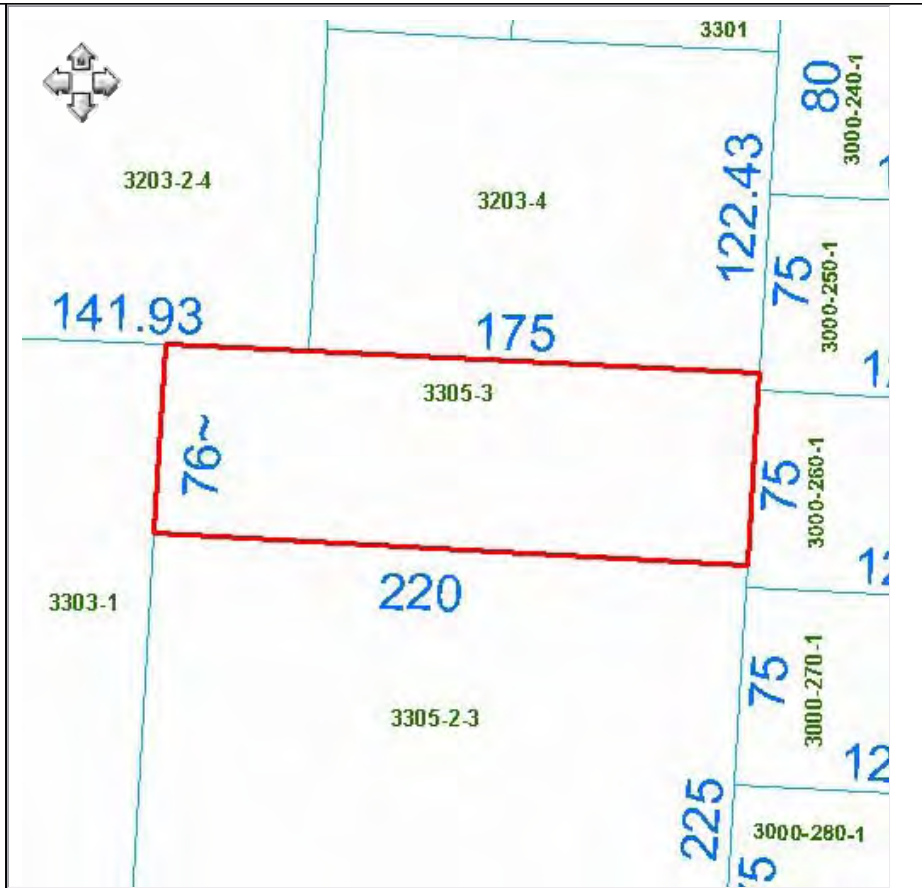
[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[38-1S-31-2](#)

Approx. Acreage:
0.3800

Zoned:
R-R



Buildings																			
Building 1 - Address: 5650 SAUFLEY FIELD RD, Year Built: 1980, Effective Year: 1980																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Structural Elements</td> </tr> <tr> <td style="padding: 2px;">MH FLOOR SYSTEM-TYPICAL</td> </tr> <tr> <td style="padding: 2px;">MH EXTERIOR WALL-WOOD SIDING</td> </tr> <tr> <td style="padding: 2px;">NO. PLUMBING FIXTURES-6.00</td> </tr> <tr> <td style="padding: 2px;">DWELLING UNITS-2.00</td> </tr> <tr> <td style="padding: 2px;">MH ROOF FRAMING-GABLE HIP</td> </tr> <tr> <td style="padding: 2px;">MH ROOF COVER-COMP SHINGLE/WOOD</td> </tr> <tr> <td style="padding: 2px;">MH INTERIOR FINISH-PANEL PLYWOOD</td> </tr> <tr> <td style="padding: 2px;">MH FLOOR FINISH-CARPET</td> </tr> <tr> <td style="padding: 2px;">NO. STORIES-1.00</td> </tr> <tr> <td style="padding: 2px;">MH FLOOR FINISH-VINYL</td> </tr> <tr> <td style="padding: 2px;">MH MILLWORK-TYPICAL</td> </tr> <tr> <td style="padding: 2px;">MH HEAT/AIR-HEAT & AIR</td> </tr> <tr> <td style="padding: 2px;">MH STRUCTURAL FRAME-TYPICAL</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="padding: 2px;">Areas - 1370 Total SF</td> </tr> <tr> <td style="padding: 2px;">BASE AREA - 1128</td> </tr> <tr> <td style="padding: 2px;">OPEN PORCH UNF - 98</td> </tr> <tr> <td style="padding: 2px;">UTILITY UNF - 144</td> </tr> </table>	Structural Elements	MH FLOOR SYSTEM -TYPICAL	MH EXTERIOR WALL -WOOD SIDING	NO. PLUMBING FIXTURES -6.00	DWELLING UNITS -2.00	MH ROOF FRAMING -GABLE HIP	MH ROOF COVER -COMP SHINGLE/WOOD	MH INTERIOR FINISH -PANEL PLYWOOD	MH FLOOR FINISH -CARPET	NO. STORIES -1.00	MH FLOOR FINISH -VINYL	MH MILLWORK -TYPICAL	MH HEAT/AIR -HEAT & AIR	MH STRUCTURAL FRAME -TYPICAL	Areas - 1370 Total SF	BASE AREA - 1128	OPEN PORCH UNF - 98	UTILITY UNF - 144	
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MH FLOOR FINISH -VINYL																			
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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.

SUMMARY APPRAISAL REPORT

±3.35 ACRES OF VACANT LAND

LOCATED AT 5640 SAUFLEY FIELD ROAD IN
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF AUGUST 13, 2010

VR10DS6347-7



PREPARED FOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE, 2ND FLOOR
PENSACOLA, FLORIDA 32591-1591

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

August 17, 2010

Joseph Pillitary
Board of County Commissioners
Escambia County Florida
213 Palafox Place, 2nd Floor
Pensacola, Florida 32591

RE: Appraisal of approximately 3.35 acres of vacant
land located 5640 Saufley Field Road in
Pensacola, Escambia County, Florida

Dear Mr. Pillitary:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the property as of August 13, 2010, the date of inspection.

The subject property contains approximately 3.35 acres of vacant land in Pensacola, Escambia County, Florida. The property rights appraised are fee simple. By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that the market value of the above referenced subject property as of August 13, 2010, is:

MARKET VALUE ESTIMATE
THIRTY-SEVEN THOUSAND DOLLARS
\$37,000

The above value estimate is subject to the limiting conditions and assumptions as reported herein, and the following special limiting conditions:

(1) On April 20, 2010 an oil spill occurred in the Gulf of Mexico as a result of an explosion on the Deepwater Horizon rig operated by B.P. The spill has leaked extensively into the Gulf of Mexico waters. Oil has impacted shorelines along the Gulf of Mexico. Although this appraisal report bears an effective date of value that is after the date of the oil spill, it is important for any reader to realize that the full impacts from the spill may not yet be manifest in the value opinion rendered herein. This is because enough time has not yet elapsed for us to analyze comparable sales data occurring after the date of the spill. As a result, any reader is advised that this appraised value does not address or consider the value impact that may result due to existing or forthcoming pollution of the Florida and Alabama coastlines.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Joseph Pillitary

August 17, 2010

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



David C. Singleton
Registered Trainee Appraiser
Florida RI23431

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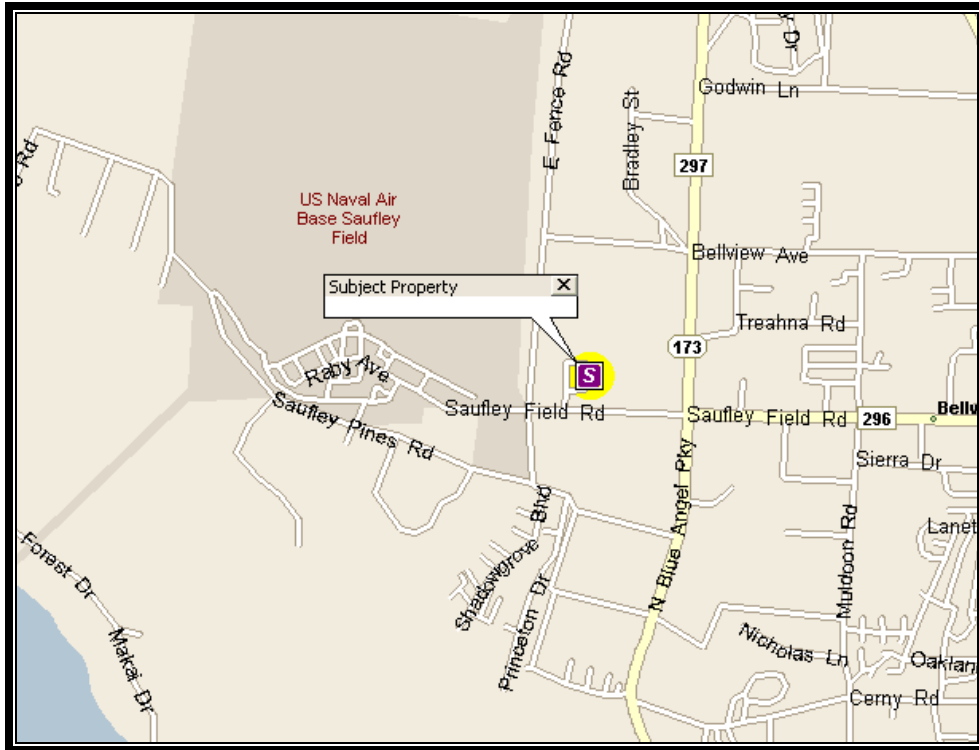
CONTACT LETTER..... 73

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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Approximately 3.35 acres of vacant land located at 5640 Saufley Field Road in Pensacola, Escambia County, Florida. .
OWNERSHIP:	Michael L. & Sandra K. Johnson 5654 Saufley Field Road Pensacola, Florida 32526
ADDRESS OF PROPERTY:	5640 Saufley Field Road Pensacola, Florida 32526
PURPOSE OF APPRAISAL:	To obtain an opinion of the market value of the subject property as of the specified date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUATION:	August 13, 2010
DATE OF INSPECTION:	August 13, 2010
DATE OF REPORT:	August 17, 2010
YEAR 2010 ASSESSMENT:	\$15,342
YEAR 2009 TAXES:	\$313.82
CURRENT ZONING:	R-R, Rural Residential District R-6, Neighborhood Commercial and Residential District
FUTURE LAND USE:	MU-2, Mixed Use
LAND AREA:	3.35 Acres, 145,926 SF (+/-)
IMPROVEMENTS:	None
HIGHEST AND BEST USE:	Residential Development
<u>VALUATIONS:</u>	
FINAL VALUE OPINION:	\$37,000

LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



FEMA FLOOD MAP INCLUDING THE SUBJECT PROPERTY

Flood Map Panel No. 12033C0355G

Dated: September 29, 2006



. BASED UPON THE ABOVE F.E.M.A. FLOOD MAP, THE SUBJECT PROPERTY IS SITUATED WITHIN FLOOD ZONE X, WHICH IS AN AREA OF MINIMAL FLOOD POTENTIAL.

SOIL MAP OF SUBJECT PROPERTY



SUMMARY OF SOILS AT THE SUBJECT PROPERTY

24	Porch sandy loam	0-2	Well-drained	This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges. Has moderate water capacity, moderately slow permeability, but does not flood. Has a seasonal high water table at a depth of 2.5 to 5 feet from December thru April. Well suited to cultivated crops, pasture use, growth of hay, slash, loblolly and longleaf pines, and most recreational uses. Suited for most urban uses. Main management concerns are wetness and moderately slow permeability. A subsurface drainage system can help to lower the water table.
41	Malbis Sandy Loam	0-2	Moderately Well Drained	This very deep, moderately well drained soil is on nearly level summits of broad ridges in the central and northern parts of the county. This map unit is well suited to slash pine, loblolly pine, and longleaf pine. This map unit is suited to most urban uses. It has moderate limitations affecting building sites, slight limitations affecting local roads and streets, and severe limitations affecting most kinds of sanitary facilities.

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject frontage along Sausley Field Road, northern view



Sausley Field Road, subject on left, eastern view

PHOTOGRAPHS OF SUBJECT PROPERTY



Saufley Field Road, subject not in photograph, western view



Ingress/egress easement located along subject's western border, northern view

PHOTOGRAPHS OF SUBJECT PROPERTY



Dilapidated shed on subject property



Subject interior

APPRAISAL PREPARED FOR

Board of County Commissioners

Escambia County Florida

213 Palafox Place, 2nd Floor

Pensacola, Florida 32591-1591

PROPERTY IDENTIFICATION

Vacant land located at 5650 Saufley Field Road, Pensacola, Escambia County, Florida.

LEGAL DESCRIPTION

A legal description for the subject property was found attached to the latest deed indicated by the assessment records. This deed is a quit claim deed, which is found within the Escambia County public records at OR Book 6419, Page 1879. A copy of the deed is presented within the addenda. We relied upon the legal description in order to define the subject's site area and site boundaries.

DATE OF VALUE OPINION

August 13, 2010, being the last date of inspection.

DATE OF REPORT

August 17, 2010

FUNCTION AND INTENDED USER OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client, Escambia County Board of County Commissioners, with the acquisition of the subject property for storm water retention purposes.

SCOPE & EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with its intended use. For this appraisal assignment, the subject property was identified by a legal description found attached to the most recent deed of record (Ref: OR Book 6419, Page 1879). Primary data concerning the region, neighborhood and the subject property was obtained through discussions with city and county government officials, i.e. the County Property Appraiser, County Planning and Zoning Departments, County Public Records, County Tax Collector, County GIS and aerial maps, flood maps and local utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis.

For this summary appraisal report, the data collection process included inspection and observation of the physical characteristics of the site, photographing of the site, and inspecting the surrounding neighborhood. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the previous 2-year period before the effective date of the appraisal. The search for comparable sales data was limited to the subject's immediate neighborhood, with the most emphasis placed on the general areas proximate to the property. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

It is our opinion that the sales comparison approach is sufficient to produce a credible value opinion in light of the intended use of the appraisal. This report is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The cost and income approaches are not relevant because this is an appraisal of raw land.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

EXPOSURE TIME

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property.

ZONING, LAND USE PLAN, CONCURRENCY

The property lies outside the city limits of Pensacola, Florida, and is within the zoning jurisdiction of Escambia County, Florida. According to County Planning and Zoning, approximately one-third of the site along Saufley Field Road is subject to the R-6, Neighborhood Commercial and Residential District (cumulative, high density), while the remainder of the site is subject to the R-R, Rural Residential District (cumulative, low density) zoning classification. The purpose of the R-6 district is quoted from the ordinance as follows:

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

A. Intent and purpose of district. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-6,

neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

B. Permitted uses.

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services.
 - m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.
5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park.

C. Conditional uses.

1. Any conditional use allowed in the R-5 district.
2. Drive-through restaurants (fast food or drive-in, by whatever name known).
3. Any building exceeding 120 feet height.
4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only.
7. Motorcycle rental service; outside storage and outside vehicle repair is prohibited.
8. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)

D. Off-street parking regulations. See section 7.02.00.

E. Site and building requirements. Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.

- F. *Landscaping.* See section 7.01.00.
- G. *Signs.* See Article 8.
- H. *Locational criteria.* See Article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

The purpose of the R-R district is quoted from the ordinance as follows:

6.05.02. RR rural residential district (cumulative), low density.

A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.
2. Kennels.
3. Animal hospitals and veterinary clinics.
4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
5. Home occupations with employees.
6. Shooting ranges, gun and rifle clubs, etc.
7. Country clubs, golf courses and tennis clubs.
8. Any conditional use permitted in the preceding district, except antenna towers.
9. Guest residence for medical care.
10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
11. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Any use prohibited in the AG district.
2. Commercial communication towers.
3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

1. *Lot area, minimum.*

- Single-family dwelling . . . 1/2 acre
- Horses and private stables . . . 2 acres
- Campgrounds . . . 5 acres
- Place of worship . . . 1 acre
- Educational facilities . . . 1 acre
- Kennels . . . 2 acres
- Keeping of farm animals . . . 2 acres

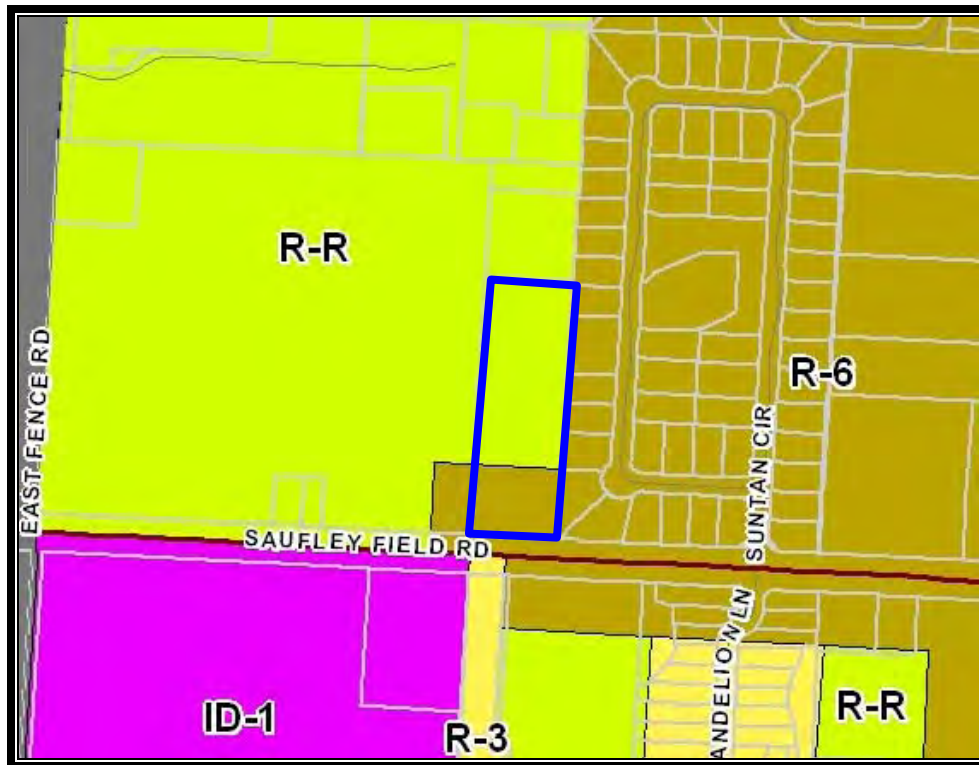
2. *Lot coverage.* At least 20 percent of each lot or parcel shall remain pervious (80 percent maximum impervious cover ratio).

3. *Lot width.* The minimum lot width at the front building line shall be 100 feet and 80 feet at the street right-of-way. Every cul-de-sac shall have a minimum of 40 feet at the street right-of-way.

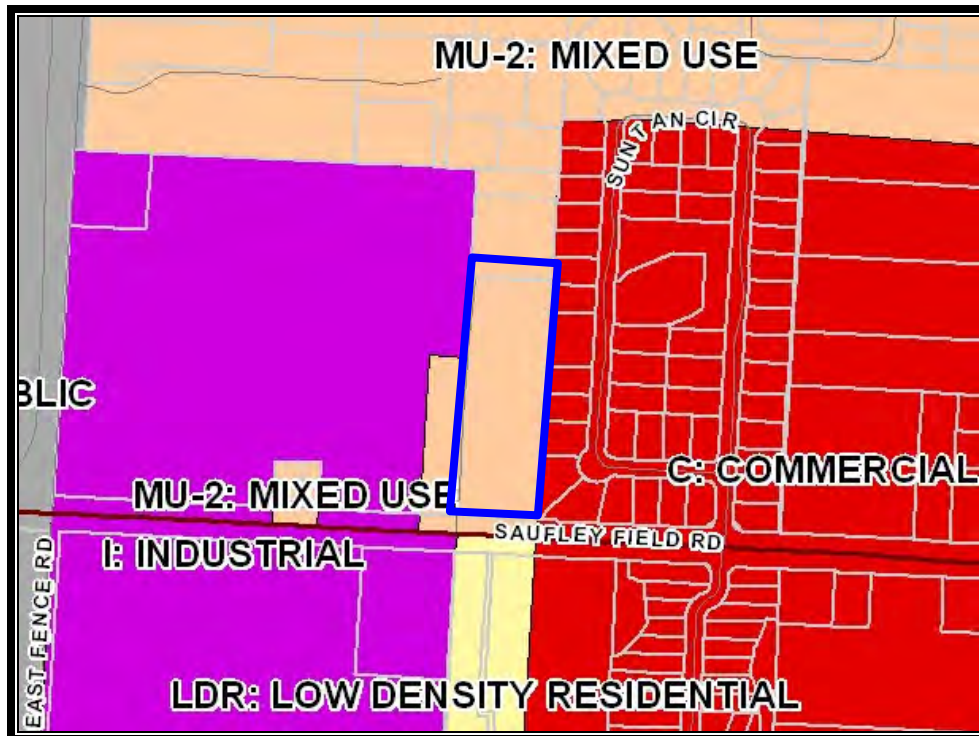
4. *Front yard.* There shall be a front yard having a depth of not less than 40 feet.

5. *Rear yard.* The minimum rear yard shall not be less than 40 feet in depth. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.
 6. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line, however, required side yards need not exceed 15 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.
 7. *Private stables or other structures for housing (sheltering) farm animals.* No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit.
- F. *Landscaping.* See section 7.01.00.
G. *Signs.* See article 8.

A copy of the County zoning map including the subject is presented below:



Future Land Use - The subject parcel is located in the MU-2, Mixed Use future land use designation. This designation allows for single-family dwellings and is consistent with the R-R zoning classification. A copy of the County future land use map is presented below:



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

ASSESSMENT AND TAXES

The property is assessed by the Escambia County Property Appraiser's Office under Parcel ID No.381S313305001001. The subject is assessed to Michael L. & Sandra K. Johnson, whose mailing address is 5654 Saufley Field Road, Pensacola, Florida, 32526. The 2010 assessed value indicated by the property appraiser's office was \$15,342, allocated entirely to the land. According to the Escambia County Tax Collectors office, the year 2009 gross tax liability was \$313.82, which includes a fire assessment of \$75.00.

HISTORY OF PROPERTY

According to the Escambia County Property Appraiser's assessment data, the most recent transaction related to the subject property is indicated by a quit claim deed, which is recorded within the public records of Escambia County, Florida. This deed is referenced as OR Book 6419, Page 1879, a copy of which is contained in the addenda. Per this deed, the current owners acquired the subject from Genevieve Brown-Hollis on January 27, 2009. The owner informs us that this transaction was between family members.

We are not aware of any current pending sales, listings, leases, or pertinent historical transactions within the past five years related to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

The neighborhood is defined by the following boundaries: the state of Alabama to the west, Interstate 10 to the north, Pace Boulevard to the east, and Highway 98 to the south. The general area is comprised of mostly medium density residential usage with supportive commercial development along busier roadways, mainly Mobile Highway (U.S. Highway 90). Generally, as one progresses west, densities decrease. The northwest side of Pensacola as a whole has experienced a significant amount of new growth in recent years in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental). The most-dense development in the subject neighborhood is located along Mobile Highway approximately 1.5-miles to the east. The intersection of U.S. 90 and Pine Forest Road, roughly 1.5-miles northeast of the appraised property, appears to be the central point of the westerly growth.

The subject property is located along the north side of Saufley Field Road, just west of its intersection with North Blue Angel Parkway. This location is approximately 1.5 miles west of the intersection of Saufley Field Road and Mobile Highway. This is a major intersection within the general neighborhood exhibiting much commercial development with business that include a Winn Dixie shopping center, an Albertson's shopping center, several fast food restaurants, a CVS pharmacy, Advanced Auto Parts store, Waffle House, gas stations, and several other service oriented facilities and businesses.

Saufley Field Road is an extension of Michigan Avenue to the east of Mobile Highway. Michigan Avenue exhibits more intense commercial activity, which diminishes as one travels westward across Mobile Highway and on to the west of the subject property. The subject's immediate area has seen much new growth in recent years,

much of which is stemmed from this nearby intersection. Due to the downturn in the economy, we have observed a stagnant commercial market in this neighborhood with little new development since early 2009.

Recreation activities such as fishing, boating, canoeing, hiking, camping, horseback riding and other outdoor related activities are immediately available; while dining, theater productions, Gulf fishing and swimming, et al, are approximately ten miles toward the local population centers of Pensacola. The Gulf of Mexico beaches are approximately 3/4 hour south.

The immediate area is comprised of a mix of older residential homes on larger lots and several newer developments surrounding. Within the subject's immediate area we see several older residential homes which do not appear to be governed by any residential restrictions other than those implemented by the County. Residential homes within this area were mostly constructed between 1950 and 1980, with some being built as early as 1918 and others more recently constructed or renovated. Some mobile homes are also scattered about the area.

In summary, we observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already oversupplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.

DESCRIPTION OF THE SUBJECT PROPERTY

The subject site is accessed via approximately 220' of frontage along the north side of Saufley Field Road. The site has a rectangle shape and contains approximately 3.35 acres (145,926 SF, more or less) of site area. The site appears mostly level and is lightly wooded. Utilities available to the site include public water, electric and telephone services. The owner confirms that the subject is currently served by a septic tank, which is common in this area.

Drainage at the site appeared to be adequate at the time of inspection. Soils on site are comprised of porch sandy loam (0-2% slopes) and Malbis sandy loam (0-2% slopes), which are moderately to well-drained and conducive for development. Additionally, observation of improvements in the immediate vicinity of the subject on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. A copy of the County soil map including the subject was previously presented within the exhibits section of this report.

The Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 12033C0355G, dated September 29, 2006, indicates that the subject property is located within Flood Zone X, which is an area of minimal flood probability. A copy of the flood map was previously presented within the exhibits section of this report.

The subject site is adjacent to the Saufley Field dirt pit that was recently acquired by Escambia County. The dirt pit is no longer in use. Because the border between the subject site and this dirt pit is heavily wooded, we believe there to be no adverse effect on market value due the presence of the dirt pit. Additionally, the site is encumbered with a 15'-wide easement that runs along the western border and is for ingress/egress and benefit of the northern adjacent parcel.

In summary, we see the subject site as being well suited for residential uses. We are not aware of any easements or encroachments that adversely impact the subject property.

Improvements - The subject is improved with a small dilapidated shed that is given no value in this appraisal analysis. Further, we believe that the cost to remove these improvements to be minimal.

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Permissible Uses: Approximately one-third of the subject site is subject to the R-6, Neighborhood Commercial and Residential District, while the remainder of the site is within the R-R, Rural Residential District zoning classification implemented by Escambia County. For the area subject to R-6 zoning, which is estimated to be approximately 1.11 acres, single family and multifamily residential uses are permitted to a maximum density of 25 dwellings per acre. Mobile home parks are permitted in this zoning district, as is neighborhood commercial uses such as retail or specialty shops. For the subject's 1.11 acres, this is a total of 27 dwelling units. The remainder of the subject, approximately 2.24 acres, is subject to the R-R district, which permits single-family residential structures and manufactured housing to a maximum density of two dwellings per acre. For the subject's 2.24 acres, this is a total of four possible dwellings.

Physically Possible Uses: The subject has a site area of 3.35 acres, which can accommodate several residential uses. The lot appears mostly level. Soils are comprised of well-drained soils conducive for development. Further, flood mapping indicates the site is within Flood Zone X, an area of minimal flood potential. Observation of improvements on the subject and in the immediate vicinity on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. Additionally, the subject is accessed approximately 220' of frontage along the north side of Saufley Field Road, which is an asphalt paved right-of-way. Based upon the physical characteristics, as well as the restrictions previously cited, physically possible uses for the subject site include residential uses mentioned above.

Financially Feasible Uses: The subject site is a larger acreage than common in the subject neighborhood. In the past, similar sites in the subject neighborhood have been subdivided for development with residential uses on smaller sites. As previously mentioned within the neighborhood section of this report, we see that the market has been in decline, sales have been slow, and building costs are high. Considering the previous legally permissible and physically possible uses deemed suitable for the subject site, we believe development with a mix of single family and multifamily uses in accordance with the surrounding residential neighborhood the only financially feasible use of the subject property "as vacant". The one-third of the site located along Saufley Field Road is subject to more favorable zoning and should be developed to a higher density than the two-thirds of the site subject to the less dense R-R zoning. Although the R-6 zoning permits development with neighborhood business uses, we believe residential uses to be the best financially feasible use of the property. As previously mentioned, commercial uses are primarily found some 1.5 miles east along Mobile

Highway, while the area immediately surrounding the subject is primarily residential. However, we believe that it would be best to hold the site for future residential development when the market improves.

Maximally Productive Use: The most productive use of the subject's vacant site is to hold the site for future development when the market improves. At which time the most productive uses will be to develop the site with high density residential uses on the one-third of the subject site along Saufly Field Road subject to the R-6 zoning and low density residential uses on the remainder of the site subject to the R-R zoning.

APPROACHES TO VALUE USED AND EXCLUDED

There are three approaches to value or techniques that are utilized in the appraisal of real property. The appraiser has determined that the Income and Cost Approaches are inappropriate to the valuation of the subject property. This is an appraisal analysis of land with improvements that contribute no value to the subject. The sales comparison approach to value is the most valid indicator of value. We will be using the sales comparison approach for determining the value of the land. The income and cost approaches will not be used due to their lack of relevance for the valuation of land with no improvements and the fact that they would have minimal market support.

THE SALES COMPARISON APPROACH

The Sales Comparison Approach is employed for valuation of the subject property. We have located several sales that provide for comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison grid that summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLES



Land Sale No. 1

Property Identification

Record ID	4497
Property Type	Residential Lot, Vacant Residential Lot
Property Name	Vacant Residential Lot
Address	6045 Spanish Oaks Drive, Pensacola, Escambia County, Florida 32526
Location	Spanish Oak Manor S/D
Tax ID	362S310200100001
Date Inspected	08/13/2010
Present Use	Vacant Residential

Sale Data

Grantor	Dorotha J. & Duane R. Kauffmann
Grantee	David & Linda Keisacker Trust
Sale Date	October 15, 2009
Deed Book/Page	6522, 305
Property Rights	Fee Simple
Marketing Time	39 days
Conditions of Sale	Arm's Length
Financing	Cash to seller
Sale History	None in previous ten years
Verification	Dorothy Franklin, Listing Agent; 850-982-9749, August 13, 2010; Other sources: MLS#377583, Public records, Confirmed by David Singleton

Sale Price	\$20,000
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Land Data

Zoning	RR, Rural Residential
Topography	Level, wooded, dry
Utilities	No public sewer
Dimensions	345 x 250
Shape	Rectangle

Land Data

Highest & Best Use	Residential development
Encumbrances	None noted

Land Size Information

Gross Land Size	1.950 Acres or 84,942 SF
Front Footage	Easement from paved road

Indicators

Sale Price/Gross Acre	\$10,256
Sale Price/Gross SF	\$0.24

Remarks

This is the sale of a vacant residential lot located within the Spanish Oak Manor subdivision in western Pensacola. This subdivision is subject to CCRs that does not permit manufactured homes. This lot does not have access to public sewer; however, septic tank usage is common in this neighborhood. The site is heavily wooded and has not been previously improved. The site is accessed via an easement that provides access to Spanish Oak Drive, which is an asphalt paved roadway. Several other lots in this residential subdivision have similar access easements.

AERIAL PHOTOGRAPH OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID 4345
Property Type Vacant Residential Acreage, Acreage
Property Name Vacant Residential
Address 8280 Western Way Drive, Pensacola, Escambia County, Florida
32526
Location South of Mobile Highway
Tax ID 111S321000003018
Date Inspected 04/08/2010
Present Use Vacant

Sale Data

Grantor ADKISON, MARY J
Grantee SCHMITZ, MICHAEL L
Sale Date November 17, 2008
Deed Book/Page 6397,728
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None
Verification Jaime Granat, Listing Agent; 850-944-3233, April 08, 2010;
Other sources: MLS#356830, Public Records, Confirmed by
David Singleton

Sale Price \$22,000

Land Data

Zoning R-R, Rural Residential
Topography Level, Wooded
Utilities All except public sewer
Dimensions approximately 210 X 400
Shape Rectangle
Highest & Best Use Residential Development

Land Data

Encumbrances None noted

Land Size Information

Gross Land Size 1.920 Acres or 83,635 SF
Front Footage 210 ft Western Way Drive

Indicators

Sale Price/Gross Acre \$11,458
Sale Price/Gross SF \$0.26

Remarks

This is the sale of a parcel of land containing approximately 1.92 acres along the north side of Western Way Drive in northwest Pensacola, FL. This property is located in an area of transition from rural to more suburban development. The property was divided from a larger parcel at the time of transfer. The site benefits from no access to public sewer; however, septic tanks are prevalent in this area and do not adversely impact value.

AERIAL PHOTOGRAPH OF LAND SALE NO. 2



Land Sale No. 3

Property Identification

Record ID 4502
Property Type Acreage, Vacant Residential Acreage
Property Name Vacant Residential
Address 1200 Blk Blue Angel Prkwy, Pensacola, Escambia County, Florida 32506
Location Eastern side of Prkwy, just south of Lillian Hwy
Tax ID 192S312200001021
Date Inspected 08/16/2010

Sale Data

Grantor Robert G. Waddell
Grantee Linh Le
Sale Date January 31, 2008
Deed Book/Page 6274,976
Property Rights Fee Simple
Marketing Time 246 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None in previous five years
Verification Valerie Waddell, Listing Agent; 850-723-7356, August 16, 2010; Other sources: MLS#330873, Public Records, Confirmed by David Singleton

Sale Price \$46,000

Land Data

Zoning R-3
Topography Wooded, Dry
Utilities No public sewer
Shape Rectangular
Highest & Best Use Residential development
Encumbrances None noted

Land Data

Land Size Information

Gross Land Size 2.30 Acres or 100,188 SF
Front Footage 200 ft Blue Angel Parkway

Indicators

Sale Price/Gross Acre \$20,000

Remarks

This is the sale of a tract of land containing approx. 2.09 acres (per listing agent) located along the east side of Blue Angel Parkway, just south of Lillian Highway. No public sewer serves this property. Blue Angel Pkwy is two-lanes in front on this parcel.

AERIAL PHOTOGRAPH OF LAND SALE NO. 3



Land Listing No. 4

Property Identification

Record ID 4501
Property Type Acreage, Vacant Residential Acreage
Property Name Vacant Land
Address 300 South Crow Road, Pensacola, Escambia County, Florida
32506
Location NW corner of Crow Rd and Mier Henry Rd
Tax ID 192S312200001021
Date Inspected 08/16/2010

Sale Data

Grantor HOLLEY, RONALD J & CAROLE B
Survey Date August 16, 2010
Property Rights Fee Simple
Marketing Time 559 days
Conditions of Sale Arm's Length
Financing All available
Sale History None in previous ten years
Verification Kenneth Wallace, Listing Agent; 820-433-0666, August 16, 2010; Other sources: MLS#364797, Public Records, Confirmed by David Singleton

Listing Price \$69,900

Land Data

Zoning R-4
Topography Level, approx. 30% wet
Utilities No public sewer
Shape Rectangular
Highest & Best Use Residential development
Encumbrances Powerline easement

Land Size Information

Gross Land Size 4.960 Acres or 216,058 SF
Front Footage 870 ft Crow Rd and Mier Henry Rd (scaled)

Indicators

Sale Price/Gross Acre \$14,093
Sale Price/Gross SF \$0.32

Remarks

This the active listing for a property located at the northwest corner of Crow Road and Mier Henry Road in western Pensacola. The site contains approximately 4.96 acres (per property appraiser), of which approximately 1.4 acres is considered "wet" and not conducive for development (per listing agent). There is a Gulf Power Company powerline easement located at the southwest corner of the site. The site does not benefit from access to public sewer.

AERIAL PHOTOGRAPH OF LAND LISTING NO. 4



The above described comparables are organized in the following grid to facilitate comparison with the subject and to provide structure for our adjustment process.

LAND SALES COMPARISON GRID									
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND LISTING 4	
Location	Saufley Field Rd.	Spanish Oak Drive		Western Way		Blue Angel Parkway		Crow Road	
Proximity to Subj	N/A	0.5 Miles SW		7 Miles NW		3 Miles S		4 Miles S	
Sales Price	N/A	\$20,000		\$22,000		\$46,000		\$69,900	
Site Area (Ac)	3.35	1.95		1.92		2.30		4.96	
Price/Ac	N/A	\$10,256		\$11,458		\$20,000		\$14,093	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$10,256		\$11,458		\$20,000		\$14,093	
Financing	Cash/Equiv	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$10,256		\$11,458		\$20,000		\$14,093	
Conditions of Sale	Arm's Length	Similar		Similar		Similar		Negotiations	-20%
Adj Price/Ac	N/A	\$10,256		\$11,458		\$20,000		\$11,274	
Buyer Expenditures	None	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$10,256		\$11,458		\$20,000		\$11,274	
Time/Mkt Conditions	Aug-10	Oct-09		Oct-08	-15%	Jan-08	-15%	Current	
Adj Price/Ac	N/A	\$10,256		\$9,740		\$17,000		\$11,274	
Location	Saufley Field Rd.	Better	-5%	Similar		Superior	-20%	Similar	
Site Area (Ac)	3.35	1.95		1.92		2.30		4.96	
Primary FF	220	Easement	5%	210		200		870	-5%
Shape/Utility	Rect./Average	Rect./Similar		Rect./Similar		Rect./Similar		Rect./Similar	
Corner/Interior	Interior	Interior		Interior		Interior		Corner	-5%
Zoning	R-R, R-6 (31 units)	R-R, (3 units)	10%	R-R, (3 units)	10%	R-3, (23 units)		R-4, (89 units)	-5%
Utilities	No public sewer	No public sewer		No public sewer		No public sewer		No public sewer	
Topography	Level, Typ Soils	Similar		Similar		Similar		30% Wet	5%
Encumbrances	Easement	None	-5%	None	-5%	None	-5%	Powerline	
Net Phys Adj %	N/A		5%		5%		-25%		-10%
Adj Value/Ac		\$10,769		\$10,227		\$12,750		\$10,147	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of price per acre of site area. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, all comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required. A negative adjustment is applied to land listing 4 for the anticipated difference between list price and eventual sales price.

Buyer Expenditures - The selected comparable did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions – The market had declined from 2006-2008 but has been more level since 2009. Comparable sale 1 occurred in 2009 and the market has remained relatively flat during this period. Thus, no adjustments were applied to these sales for time/market differences. Comparable sales 2 and 3 occurred in 2008, and the market has declined since this date. Thus, we applied a negative adjustment to this sale.

Location - Location is an important component of a property's value. The subject property is located within an area of low to medium densities of a mix of single-family dwellings, manufactured homes, and vacant land. Two of the comparables are located in similar areas, thus, no adjustments are necessary for location differences. Comparable 1 is located in a planned residential subdivision that is governed by restrictive covenants, which is considered better due to the uniformity of development, thus we apply a negative adjustment. Comparable 3 is located on a heavily travelled north/south traffic artery for western Pensacola, thus, we apply a negative adjustment for its superior location.

Site Area – The subject site contains 3.35 acres (+/-), and is being compared to properties varying in size from 1.92 acres to 4.96 acres. All of the comparables are considered reasonably similar such that no adjustments are required.

Frontage/Shape/Utility - This category recognizes characteristics pertinent to configuration and overall utility of the land. The subject site has a rectangular configuration and is accessed 220' of frontage along Saufley Field Road. Two of the comparables compare similarly to the subject with regard to shape/utility, and no

adjustments were necessary. Comparable 1 is accessed via a deeded easement, which is considered inferior to the subject property, thus we apply a positive adjustment. Comparable 4 benefits from considerably more front feet, thus we apply a negative adjustment.

Corner/Interior –The subject property exhibits an interior configuration, and is being compared to three properties with interior configurations; thus no adjustment is warranted for these comparables. Comparable 4 benefits from a corner configuration, thus, we apply a negative adjustment.

Zoning – The subject is located within two zoning districts, R-R and R-6, which permits development of a total of 31 possible residential units. Two of the comparables are located entirely within the R-R zoning classification, for a total of 3 units permitted for each site. The zoning for comparable 3 permits a total of 23 units, which is reasonably similar to the subject property. Comparable 4 has zoning that permits development of a total of 89 units, which is superior to the subject's overall zoning mix. However, due to the current market where we see little residential development and an oversupplied market, the negative adjustment applied is minimal.

Utilities – All necessary utilities are available to the subject and all of the comparables except sewer service, and no adjustment was necessary for differences in utilities.

Topography - The subject land and three of the comparables are basically level and have typical sandy soils; no adjustments required. Comparable 4 contains some 30% "wet" soils, thus, we apply a positive adjustment.

Summary and Land Value Opinion: The comparable sales indicate an adjusted unit value range of from \$10,147/acre to \$12,750/acre, with a mean of \$10,973/acre. All four comparables are good indicators of value for different elements of comparison. With some weight on each comparable sale, we reconcile at a rounded \$11,000/acre, which applied to the subject's 3.35 acres (+/-) renders a value indication of \$36,850, which we round to \$37,000.

FINAL VALUE OPINION

\$37,000

THIRTY-SEVEN THOUSAND DOLLARS

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certify that we have not appraised this property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289

D. Singleton

David C. Singleton
Registered Trainee Appraiser
Florida RI23431

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990, Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	3	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

DAVID C. SINGLETON

EDUCATION:

Presently pursuing Masters at University of South Alabama

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute

EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

- ECONOMIC FORCES
- SOCIAL FORCES
- GOVERNMENTAL FORCES
- ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.²

² *NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)*

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Eglin Air Force Base, resulting in a net gain of 2,200 jobs. Eglin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land

and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Eglin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing

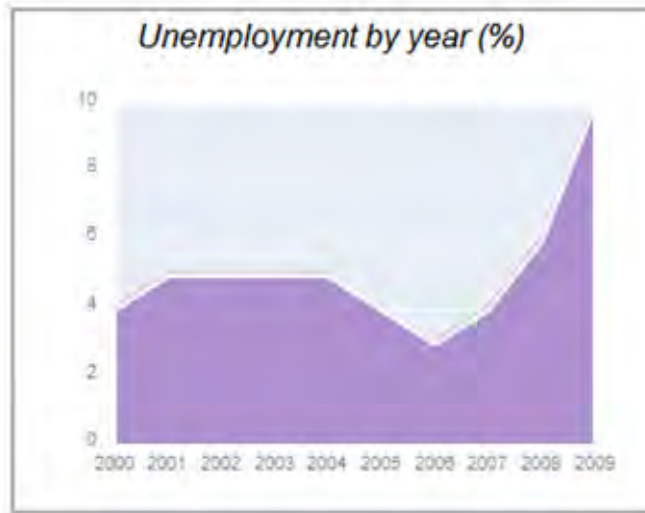
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

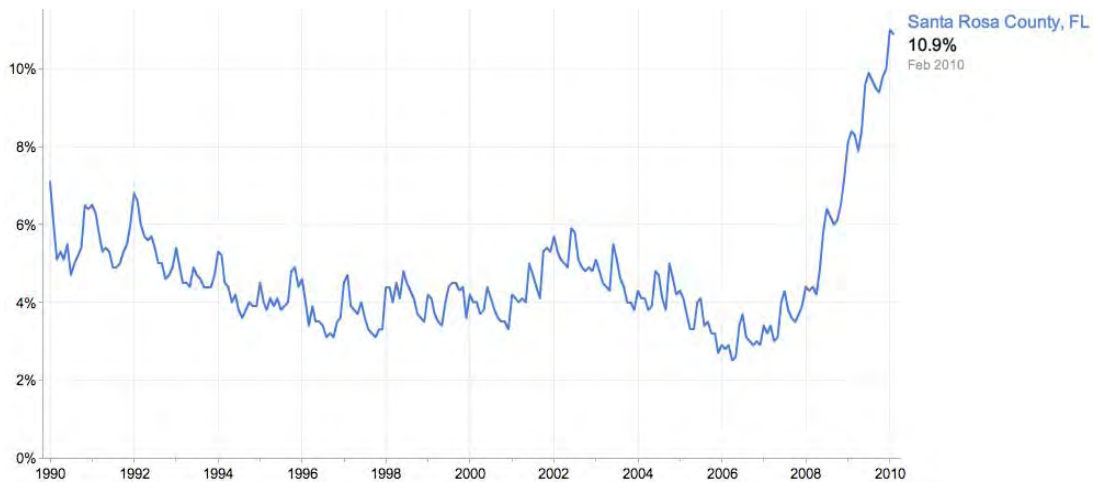
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

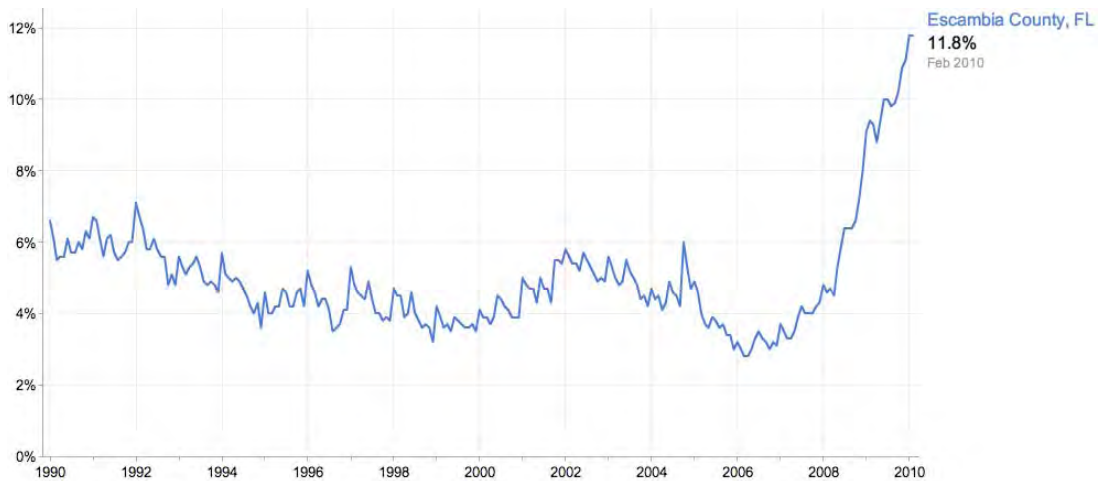
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa Count over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a

whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.³

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

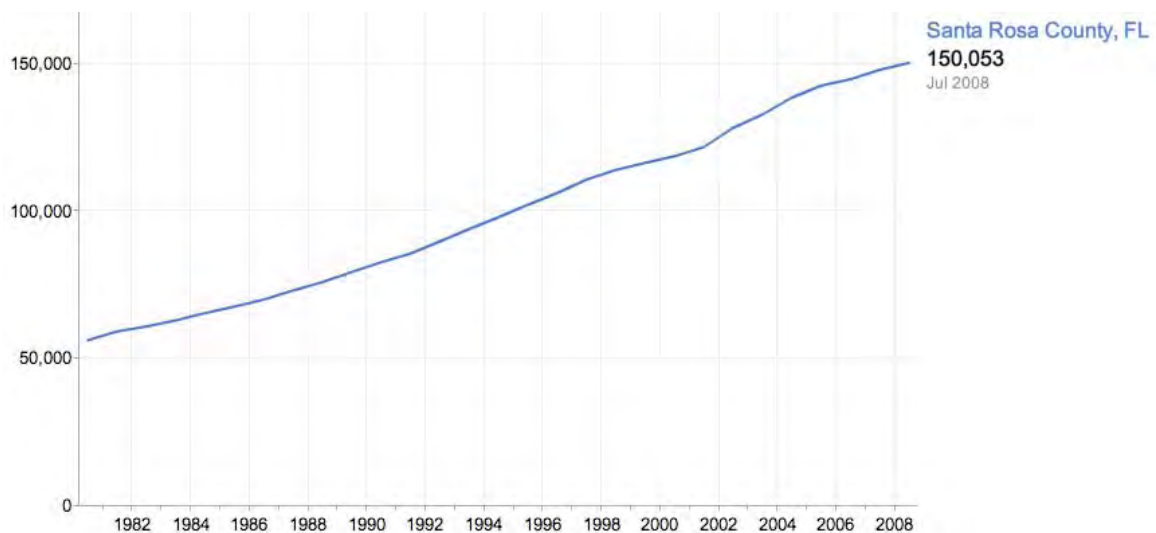
Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

Population Increase Rates from 2005 – 2009:

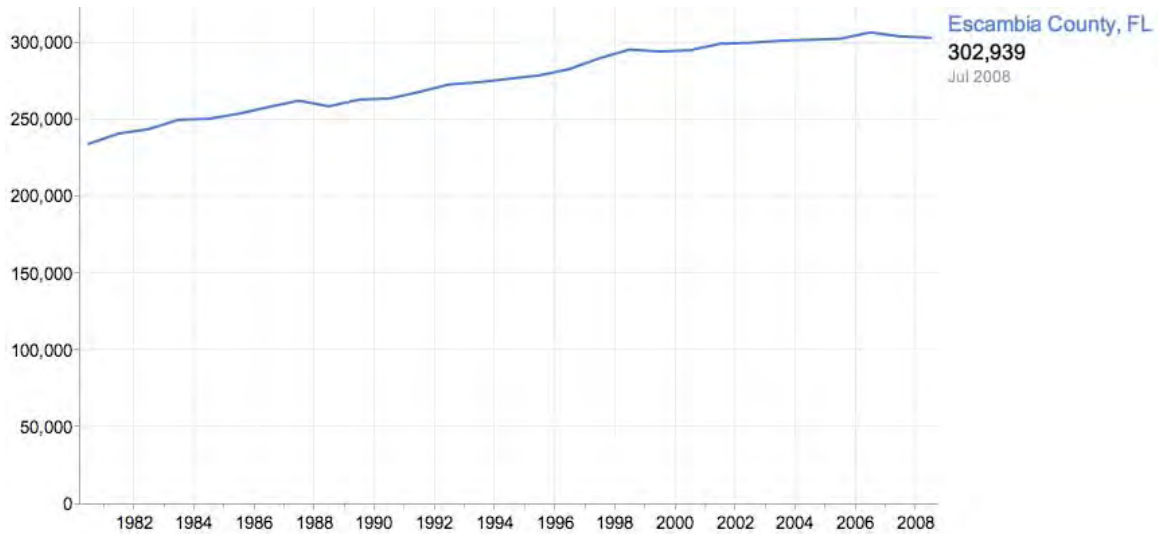
	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



³ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development ³
Housing Affordability, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

Demographic Estimates		Santa Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating

revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of

these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

SUBJECT DATA

[Back](#)


Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment		
Reference:	3815313305001001	Improvements:	\$0	
Account:	091769100	Land:	\$15,342	
Owners:	JOHNSON MICHAEL L & JOHNSON SANDRA K	Total:	\$15,342	
Mail:	5654 SAUFLEY FIELD RD PENSACOLA, FL 32526	Save Our Homes:	\$0	
Situs:	5640 SAUFLEY FIELD RD	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		
		None		
Sale Date	Book Page	Value	Type	
Official Records (New Window)				
01/27/2009	6419 1879	\$100	QC	View Instr
12/2003	5338 1232	\$100	QC	View Instr
07/1998	4283 396	\$20,000	CJ	View Instr
03/1989	2673 179	\$100	WD	View Instr
04/1987	2408 712	\$100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court				
		Legal Description		
		N 639 FT OF E 220 FT OF S 689 FT OF SW1/4 OF SW1/4 OR 6419 P 1879		
		Extra Features		
		None		

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

Section Map Id:
[38-1S-31-2](#)



Approx. Acreage:
3.3800

Zoned:
[R-R](#)

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.

Janet Holley

Ad Valorem Taxes and Non-Ad Valorem Assessments

Escambia County Tax Collector

REAL ESTATE 2009 145154

Account Number	Payor	Exemptions	Taxable Value	Millage Code
09-1769-100		See Below	See Below	06

JOHNSON MICHAEL L &
 JOHNSON SANDRA K
 5654 SAUFLEY FIELD RD
 PENSACOLA FL 32526

381S31-3305-001-001 5640 SAUFLEY
 FIELD RD N 639 FT OF E 220 FT OF S
 689 FT OF SW1/4 OF SW1/4 OR 6419 P
 1879

Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755		\$15,343	\$107.03
PUBLIC SCHOOLS				
By Local Board	2.2480		\$15,343	\$34.49
By State Law	5.6120		\$15,343	\$86.10
SHERIFF	0.6850		\$15,343	\$10.51
WATER MANAGEMENT	0.0450		\$15,343	\$0.69
Total Millage		15.5655	Total Taxes	\$238.82

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$75.00
Total Assessments		\$75.00
Taxes & Assessments		\$313.82

QUIT CLAIM DEED

The undersigned Grantor(s), Genevieve Brown - Hollis
a single woman, whose address is 2143 Inda Avenue, Pensacola, FL 32568
hereby QUIT CLAIMS to: Michael L. & Sandra K. Johnson, husband
and wife, whose address is: 5654 Saufley Field Road, Pensacola, FL 32526
the following described premises situated in Section 38 Township 1 South Range 31 West, County of
Escambia, State of Florida:

The North Six Hundred Thirty Nine Feet Of the East Two Hundred Twenty Feet of the South Six
Hundred Eighty Nine Feet Of the South West Quarter Section of the South West Quarter Section all
being situated in Section 38 Township 1 South Range 31 West, Escambia County, Florida:

Parcel Identification # 09-1769-100 Parcel Reference # 38-1S-31 3305-001-001

for the sum of: One Dollar and no cents (1.00) Dollars

Dated this 27 day of January, 2009

Witnesses:

William H. Joseph
Print Name: William H. Joseph

Signed by:

Genevieve Brown Hollis
Genevieve Brown - Hollis

Lance J. Murray
Print Name: LANCE J. MURRAY

STATE OF Florida)
COUNTY OF Escambia) ss

The foregoing instrument was acknowledged before me this 27 day of Aug, 2009
by Genevieve Brown

Patricia A. Rittenbery
Notary Public, State of FL
My comm expires 12/17/2009 FL County, [state]
Comm No. DD 498354 My commission expires: _____

Drafted by and return to:

Michael L. & Sandra K. Johnson
5654 Saufley Field Road
Pensacola, FL 32526

Send subsequent tax bills to:

Michael L. & Sandra K. Johnson
5654 Saufley Field Road
Pensacola, FL 32526

*Prepared By
Richard Duane*

JOHNSON EASMENT
5654 Saufley Field Road
Pensacola Florida 32526

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PRIVATE RIGHT-OF-WAY EASEMENT

THIS DEDICATION OF PRIVATE RIGHT-OF-WAY EASEMENT is made this
15 day of April 2008, by and between Genevieve Brown, whose address is 2143 Inda Ave.
Pensacola Florida 32526-88855 (Grantor) and Michael L. Johnson, whose address is 5654
Saufley Field Rd, Pensacola, Florida 32526 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County,
Florida and more particularly described in below (the Property) as:

N639ft of E 220 ft of S689 ft of SW ¼ of SW ¼ OR 4111 P 1568 OR 4283 P 396 OR
5338 P 1232.

WHEREAS, Grantor proposes to dedicate a private right-of-way easement over the
westerly fifteen feet (15'), as measured at right angles, of the described parcel being subject to
an ingress - egress and utility easement and across the Property;

NOW, THEREFORE, Grantor hereby dedicates to the grantee an easement for the
perpetual and unobstructed right of the ingress, egress, and utilities over and across the Property
together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has
good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written
above.

*Prepared By
Richard Duane*

JOHNSON EASMENT
5654 Saufley Field Road
Pensacola Florida 32526

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has
good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written
above.

JOHNSON EASMENT
5654 Saufley Field Road
Pensacola Florida 32526

Signed, sealed and delivered
in the presence of:

GRANTOR:

Witness Misty Pardue
Print Name Misty L. Pardue

By: Denverie Brown

Witness Ernest L. Mills
Print Name ERNEST L. MILLS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of
April, 2008, by Denverie Brown. He/She
is personally known to me, or () has produced current _____ as
identification.

Patricia A. Rittenbery
Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)
PATRICIA A. RITTENBERY
Notary Public, State of FL
My comm expires 12/17/2009
Comm No. DD 498354

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL. STATE-CERTIFIED GENERAL APPRAISER RZ289
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, 000419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ1552

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

August 12, 2010

Michael and Sandra Johnson
5654 Saufley Field Road
Pensacola, Florida 32526

RE: Appraisal of land at 5640 Saufley
Field Road, Pensacola

Dear Mr. and Mrs. Johnson:

I have been engaged to make an appraisal of property owned by you relative to an acquisition of the above referenced property by Escambia County. The purpose of the appraisal is to estimate the market value of the property.

Any information you can provide concerning surveys, real estate taxes, and factors which affect the value of the property will be helpful in estimating the market value of your property.

You may contact me at my office Monday through Friday between 9:00 A.M. and 5:00 P.M.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 · FAX (850) 438-0617

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

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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

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 BRANTLEY & ASSOCIATES
 REAL ESTATE APPRAISAL CORPORATION
 100 N SPRING STREET STE 2
 PENSACOLA FL 32502

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SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 08/04/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 10001625	REQ. DATE: 08/03/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.:
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	APPRAISAL FOR 5654 SAUFLEY FIELD ROAD.	4000.0000	4,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	4,000.00
01	220613 56301	4,000.00		TOTAL \$	4,000.00

TAX ID 85-8013888011C-3
 FED ID 59-6000-598

APPROVED BY

Original Purchase Order

Joe F. Pillitary

SUMMARY APPRAISAL REPORT

SINGLE-FAMILY RESIDENTIAL DWELLING

LOCATED AT 5654 SAUFLEY FIELD ROAD
IN PENSACOLA, FLORIDA

AS OF AUGUST 13, 2010

RE10DS6348-7



PREPARED FOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE, 2ND FLOOR
PENSACOLA, FLORIDA 32591-1591

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

August 17, 2010

Joseph Pillitary
Board of County Commissioners
Escambia County Florida
213 Palafox Place, 2nd Floor
Pensacola, Florida 32591

Re: Summary appraisal report of a single-family residential dwelling located at 5654 Saufley Field Road in Pensacola, Escambia County, Florida; Parcel No. 381S313305002003

Dear Mr. Pillitary:

At your request, we have inspected the above referenced property for the purpose of obtaining an opinion of its fee-simple market value as of the effective date of August 13, 2010.

The subject property consists of a 1,912 SF (+/-) single-family residential dwelling situated on a 1.14 acre (+/-) site. The subject is located along the north side of Saufley Field Road in Pensacola, FL. The property address is 5654 Saufley Field Road. The subject dwelling is currently occupied and owned by Michael L. & Sandra K. Johnson.

The property rights appraised are the fee simple estate. Based upon our investigation and our analyses of the information gathered, we are of the opinion that the fee simple market value of the subject property as of August 13 2010, is as follows:

FINAL VALUE OPINION
ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS
\$155,000

ALLOCATED AS FOLLOWS:
LAND - \$11,000
IMPROVEMENTS – \$144,000

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 · FAX (850) 438-0617

Mr. Joseph Pillitary

August 17, 2010

The above value opinion is subject to the general limiting conditions stated within the body of this report and the following:

(1) On April 20, 2010 an oil spill occurred in the Gulf of Mexico as a result of an explosion on the Deepwater Horizon rig operated by B.P. The spill has leaked extensively into the Gulf of Mexico waters. Oil has impacted shorelines along the Gulf of Mexico. Although this appraisal report bears an effective date of value that is after the date of the oil spill, it is important for any reader to realize that the full impacts from the spill may not yet be manifest in the value opinion rendered herein. This is because enough time has not yet elapsed for us to analyze comparable sales data occurring after the date of the spill. As a result, any reader is advised that this appraised value does not address or consider the value impact that may result due to existing or forthcoming pollution of the Florida and Alabama coastlines.

There is attached our report containing certain factual data and opinions formed in making the value estimate.

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.

We appreciate your confidence in us to do this work for you, and please give us a call if there are any questions.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



David C. Singleton
Registered Trainee Appraiser
Florida RI23431

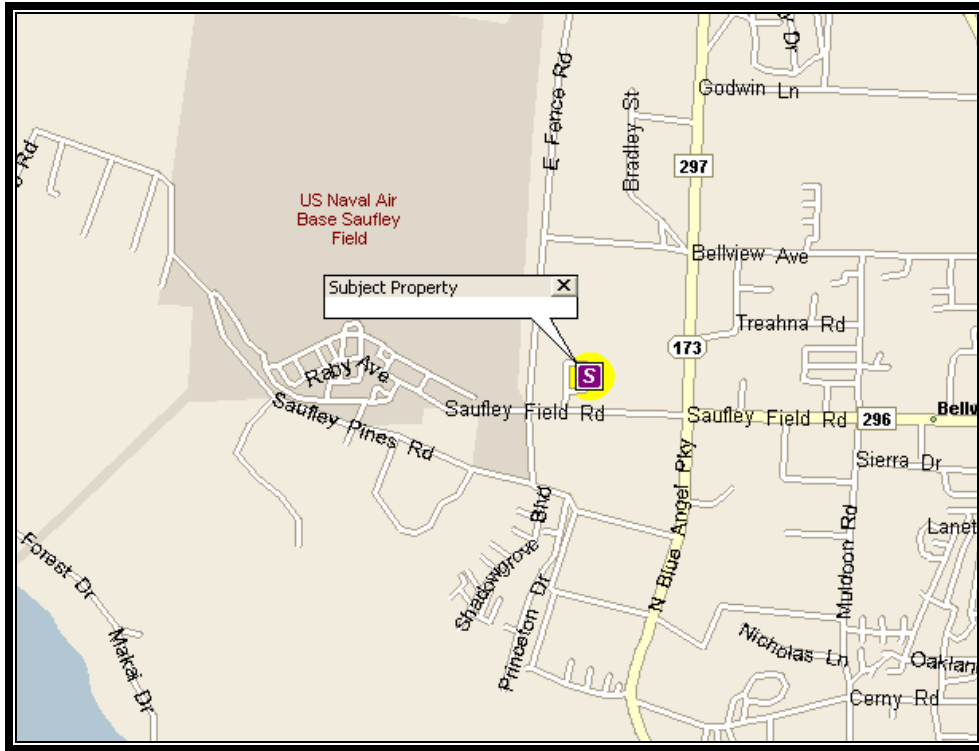
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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Residential dwelling located at 5654 Saufley Field Road in Pensacola, Escambia County, Florida. .
OWNERSHIP:	Michael L. & Sandra K. Johnson 5654 Saufley Field Road Pensacola, Florida 32526
ADDRESS OF PROPERTY:	5654 Saufley Field Road Pensacola, Florida 32526
PURPOSE OF APPRAISAL:	To obtain an opinion of the market value of the subject property as of the specified date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUATION:	August 13, 2010
DATE OF INSPECTION:	August 13, 2010
DATE OF REPORT:	August 17, 2010
YEAR 2010 ASSESSMENT:	\$83,945
YEAR 2009 TAXES:	\$556.48
CURRENT ZONING:	R-R, Rural Residential District
FUTURE ZONING:	MU-2, Mixed Use
LAND AREA:	1.14 Acres, 49,658 SF (+/-)
IMPROVEMENTS:	1.5-story home containing 1,912 SF (+/-) of gross living area.
HIGHEST AND BEST USE:	Present Use
<u>VALUATIONS:</u>	
LAND VALUE OPINION;	\$11,000
FINAL VALUE OPINION:	\$155,000

LOCATION MAPS INCLUDING THE SUBJECT PROPERTY



AERIAL MAPS INCLUDING THE SUBJECT PROPERTY

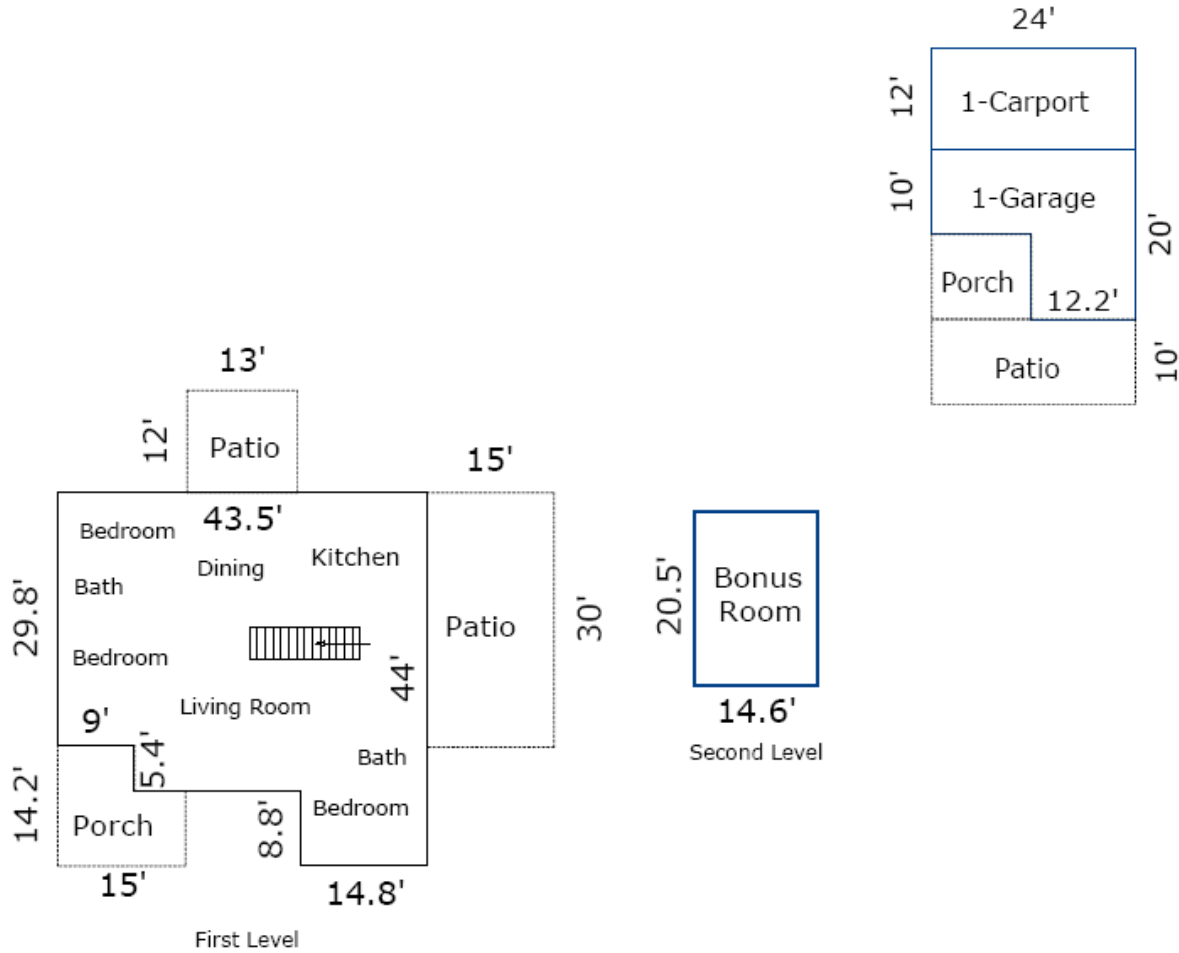


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PLAT MAP INCLUDING THE SUBJECT PROPERTY



IMPROVEMENTS SKETCH



Total GLA: 1,912 SF (+/-)

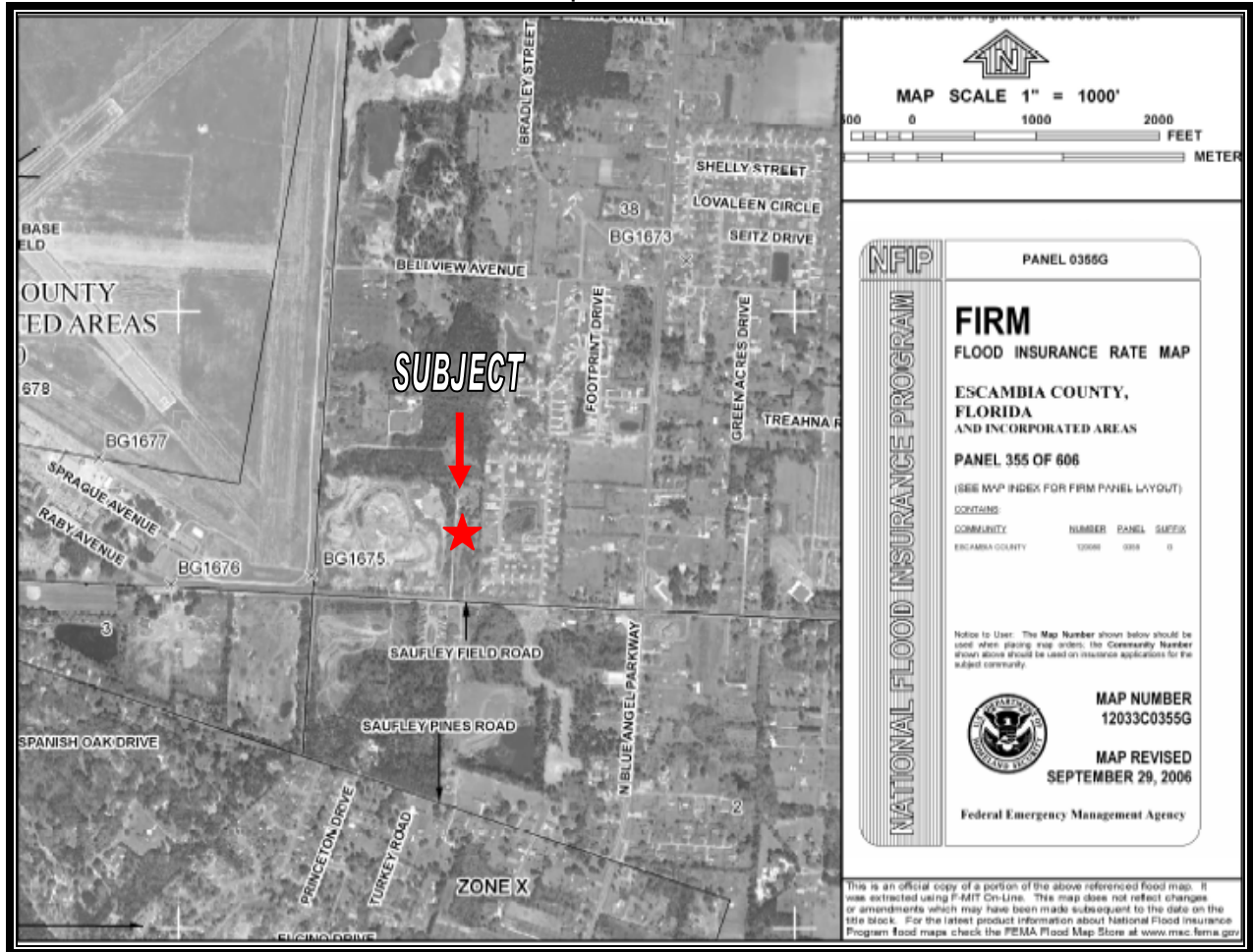
Other Areas:

- 1-Car Garage – 362 SF (+/-)
- 1-Car Carport 288 SF (+/-)
- Porch/Patio – 1,145 SF (+/-)

FEMA FLOOD MAP INCLUDING THE SUBJECT PROPERTY

Flood Map Panel No. 12033C0355G

Dated: September 29, 2006



BASED UPON THE ABOVE F.E.M.A. FLOOD MAP, THE SUBJECT PROPERTY IS SITUATED WITHIN FLOOD ZONE X, WHICH IS AN AREA OF MINIMAL FLOOD POTENTIAL.

COUNTY SOIL MAP INCLUDING THE SUBJECT PROPERTY



SUMMARY OF SOILS AT THE SUBJECT PROPERTY

24	Porch sandy loam	0-2	Well-drained	<p>This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges. Has moderate water capacity, moderately slow permeability, but does not flood. Has a seasonal high water table at a depth of 2.5 to 5 feet from December thru April. Well suited to cultivated crops, pasture use, growth of hay, slash, loblolly and longleaf pines, and most recreational uses. Suited for most urban uses. Main management concerns are wetness and moderately slow permeability. A subsurface drainage system can help to lower the water table.</p>
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PHOTOGRAPHS OF THE SUBJECT PROPERTY



Saufley Field Road, eastern view, subject access on left



Saufley Field Road, western view, subject not in photograph

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Access easement for subject property, northern view



Subject front, northern view

PHOTOGRAPHS OF THE SUBJECT PROPERTY

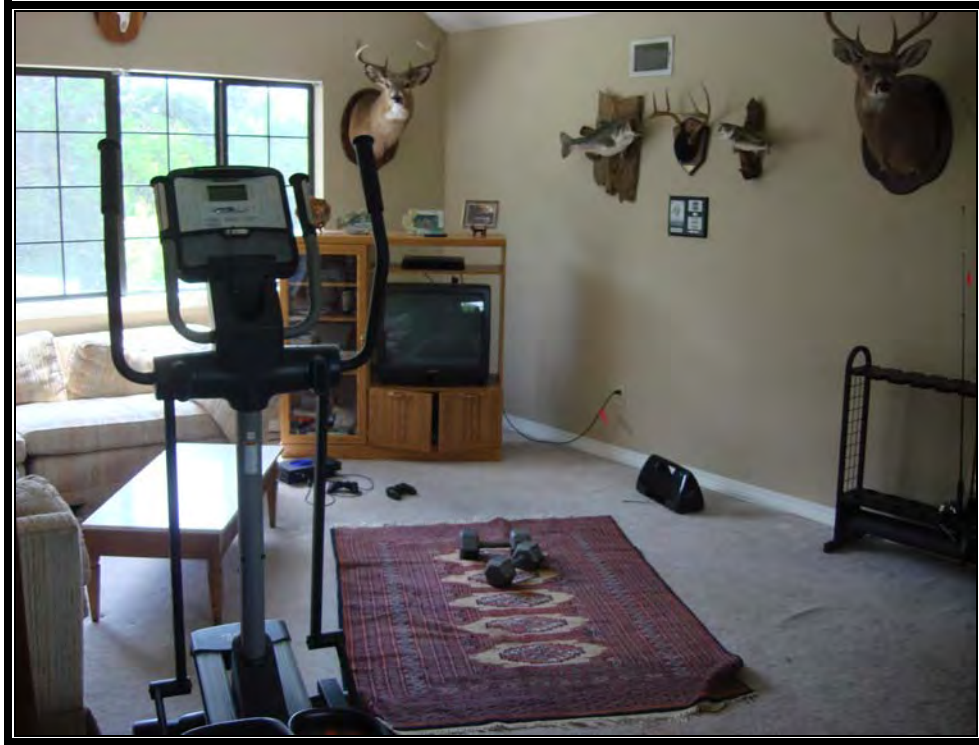


Detached carport and garage, eastern view

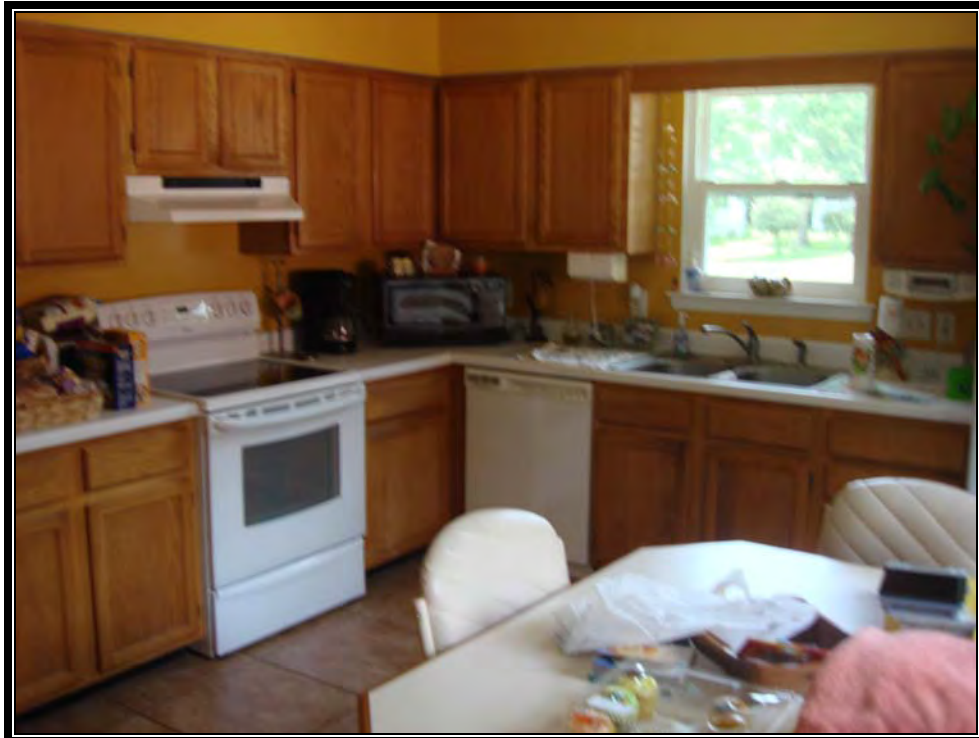


Subject rear, southern view

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Bonus room



Kitchen

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Dining room



Living room

APPRAISAL PREPARED FOR

Board of County Commissioners

Escambia County Florida

213 Palafox Place, 2nd Floor

Pensacola, Florida 32591-1591

PROPERTY IDENTIFICATION

Residential dwelling located at 5654 Saufley Field Road, Pensacola, Escambia County, Florida.

LEGAL DESCRIPTION

A legal description for the subject property was found attached to the latest deed indicated by the assessment records. This deed is a warranty deed, which is found within the Escambia County public records at OR Book 3601, Page 965. We relied upon the legal description in order to define the subject's site area and site boundaries. Additionally, the subject benefits from a deeded ingress/egress easement that provides access to the subject property. This easement was found within the Escambia County public records at OR Book 6318, Page 39. Copies of these documents are presented within the addenda.

DATE OF VALUE OPINION

August 13, 2010, being the last date of inspection.

DATE OF REPORT

August 17, 2010

FUNCTION AND INTENDED USER OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client, Escambia County Board of County Commissioners, with the acquisition of the subject property for storm water retention purposes.

SCOPE & EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with its intended use. For this appraisal assignment, the subject property was identified by a legal description found attached to the most recent deed of record (Ref: OR Book 3601, Page 965). Primary data concerning the region, neighborhood and the subject property was obtained through discussions with city and county government officials, i.e. the County Property Appraiser, County Planning and Zoning Departments, County Public Records, County Tax Collector, County GIS and aerial maps, flood maps and local utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis.

For this summary appraisal report, the data collection process included inspection and observation of the physical characteristics of the site and improvements, photographing of the site and improvements, and inspecting the surrounding neighborhood. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the previous 2-year period before the effective date of the appraisal. The search for comparable sales data was limited to the subject's immediate neighborhood, with the most emphasis placed on the general areas proximate to the property. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

It is our opinion that the sales comparison approach is sufficient to produce a credible value opinion in light of the intended use of the appraisal. This report is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The cost approach is not relevant because less new construction is occurring in recessionary times and the house exhibits considerable age. The income approach is not relevant because a single-family home is less often an investor holding.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

EXPOSURE TIME

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property. The subject property also benefits from an easement for ingress and egress. An easement is an interest in real property that conveys use, but not ownership.

ZONING, LAND USE PLAN, CONCURRENCY

The property lies outside the city limits of Pensacola, Florida, and is within the zoning jurisdiction of Escambia County, Florida. According to County Planning and Zoning, the property is subject to the R-R, Rural Residential District (cumulative, low density) zoning classification. The purpose of the R-R district is quoted from the ordinance as follows:

6.05.02. RR rural residential district (cumulative), low density.

A. Intent and purpose of district. This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).

2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.

2. Kennels.

3. Animal hospitals and veterinary clinics.

4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.

5. Home occupations with employees.

6. Shooting ranges, gun and rifle clubs, etc.

7. Country clubs, golf courses and tennis clubs.

8. Any conditional use permitted in the preceding district, except antenna towers.

9. Guest residence for medical care.

10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).

11. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Any use prohibited in the AG district.

2. Commercial communication towers.

3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

1. *Lot area, minimum.*

Single-family dwelling . . . 1/2 acre

Horses and private stables . . . 2 acres

Campgrounds . . . 5 acres

Place of worship . . . 1 acre

Educational facilities . . . 1 acre

Kennels . . . 2 acres

Keeping of farm animals . . . 2 acres

2. *Lot coverage.* At least 20 percent of each lot or parcel shall remain pervious (80 percent maximum impervious cover ratio).

3. *Lot width.* The minimum lot width at the front building line shall be 100 feet and 80 feet at the street right-of-way. Every cul-de-sac shall have a minimum of 40 feet at the street right-of-way.

4. *Front yard.* There shall be a front yard having a depth of not less than 40 feet.

5. *Rear yard.* The minimum rear yard shall not be less than 40 feet in depth. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.

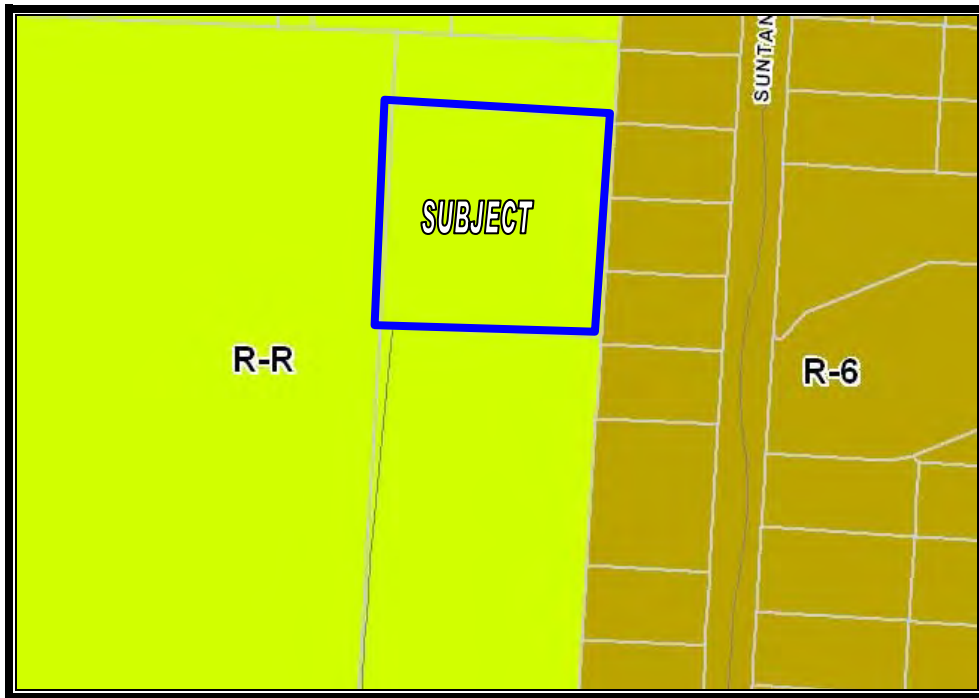
6. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line, however, required side yards need not exceed 15 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.

7. *Private stables or other structures for housing (sheltering) farm animals.* No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit.

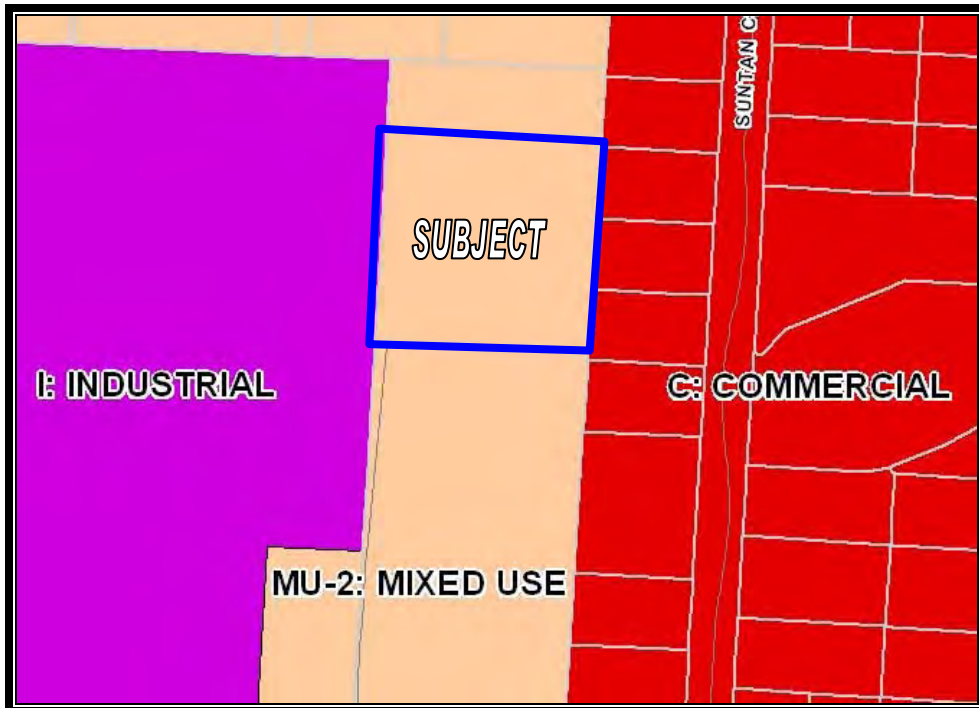
F. *Landscaping.* See section 7.01.00.

G. *Signs.* See article 8.

A copy of the County zoning map including the subject is presented below:



Future Land Use - The subject parcel is located in the MU-2, Mixed Use future land use designation. This designation allows for single-family dwellings and is consistent with the R-R zoning classification. A copy of the County future land use map is presented below:



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

Conclusion - The existing use (single-family dwelling) is in compliance with County zoning as well as the future land use plan.

ASSESSMENT AND TAXES

The property is assessed by the Escambia County Property Appraiser's Office under Parcel ID No.381S313305002003. The subject is assessed to Michael L. & Sandra K. Johnson, whose mailing address is 5654 Saufley Field Road, Pensacola, Florida, 32526. The 2010 assessed value indicated by the property appraiser's office was \$83,945, allocated as follows: \$10,830 to the land and \$73,115 to the improvements. According to the Escambia County Tax Collectors office, the year 2009 gross tax liability was \$556.48, which includes a fire assessment of \$75.00.

HISTORY OF PROPERTY

According to the Escambia County Property Appraiser's assessment data, the most recent transaction related to the subject property is indicated by a Warranty Deed, which is recorded within the public records of Escambia County, Florida. This deed is referenced as OR Book 3601, Page 965, a copy of which is contained in the addenda. Per this deed, the current owners acquired the subject from Pauline Johnson Stevens on April 21, 1994 for an undisclosed amount. The owner informs us that this transaction was among family members and not an arm's length transaction.

We are not aware of any current pending sales, listings, leases, or pertinent historical transactions within the past five years related to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

The neighborhood is defined by the following boundaries: the state of Alabama to the west, Interstate 10 to the north, Pace Boulevard to the east, and Highway 98 to the south. The general area is comprised of mostly medium density residential usage with supportive commercial development along busier roadways, mainly Mobile Highway (U.S. Highway 90). Generally, as one progresses west, densities decrease. The northwest side of Pensacola as a whole has experienced a significant amount of new growth in recent years in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental). The most-dense development in the subject neighborhood is located along Mobile Highway approximately 1.5-miles to the east. The intersection of U.S. 90 and Pine Forest Road, roughly 1.5-miles northeast of the appraised property, appears to be the central point of the westerly growth.

The subject property is located along the north side of Saufley Field Road, just west of its intersection with North Blue Angel Parkway. This location is approximately 1.5 miles west of the intersection of Saufley Field Road and Mobile Highway. This is a major intersection within the general neighborhood exhibiting much commercial development with business that include a Winn Dixie shopping center, an Albertson's shopping center, several fast food restaurants, a CVS pharmacy, Advanced Auto Parts store, Waffle House, gas stations, and several other service oriented facilities and businesses.

Saufley Field Road is an extension of Michigan Avenue to the east of Mobile Highway. Michigan Avenue exhibits more intense commercial activity, which diminishes as one travels westward across Mobile Highway and on to the west of the subject property. The subject's immediate area has seen much new growth in recent years,

much of which is stemmed from this nearby intersection. Due to the downturn in the economy, we have observed a stagnant commercial market in this neighborhood with little new development since early 2009.

Recreation activities such as fishing, boating, canoeing, hiking, camping, horseback riding and other outdoor related activities are immediately available; while dining, theater productions, Gulf fishing and swimming, et al, are approximately ten miles toward the local population centers of Pensacola. The Gulf of Mexico beaches are approximately 3/4 hour south.

The immediate area is comprised of a mix of older residential homes on larger lots and several newer developments surrounding. Within the subject's immediate area we see several older residential homes which do not appear to be governed by any residential restrictions other than those implemented by the County. Residential homes within this area were mostly constructed between 1950 and 1980, with some being built as early as 1918 and others more recently constructed or renovated. Some mobile homes are also scattered about the area.

In summary, we observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already oversupplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.

SITE DATA

The subject site is accessed via a 15'-wide, 639'-long ingress/egress easement running north from the northern side of Saufley Field Road. This easement is a gravel strip path that appears to be well-maintained. The site has a rectangle shape and contains approximately 1.14 acres (49,658 SF, more or less) of site area. The southern border is 220', the western border is 225', the northern border is 220', and the eastern border is 225'. A complete delineation of the site boundaries is depicted on a site sketch presented earlier in this report.

The site appears mostly level, and the site has a wooded border and a lightly wooded interior. The site is covered with natural grasses and other vegetation. Utilities available to the site include public water, electric and telephone services. The owner confirms that the subject is currently served by a septic tank, which is common in this area.

Drainage at the site appeared to be adequate at the time of inspection. Soils on site are comprised of porch sandy loam (0-2% slopes), which are well-drained and conducive for development. Additionally, observation of improvements on the subject and in the immediate vicinity on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. A copy of the County soil map including the subject was previously presented within the exhibits section of this report.

The Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 12033C0355G, dated September 29, 2006, indicates that the subject property is located within Flood Zone X, which is an area of minimal flood probability. A copy of the flood map was previously presented within the exhibits section of this report.

The subject site is adjacent to the Saufley Field dirt pit that was recently acquired by Escambia County. The dirt pit is no longer in use. Because the border between the subject site and this dirt pit is heavily wooded, we believe there to be no adverse effect on market value due the presence of the dirt pit.

In summary, we see the subject site as being well suited for the existing dwelling. We are not aware of any easements or encroachments that adversely impact the subject property.

IMPROVEMENT DATA

Improvement Description - The subject site is improved with a 1.5-story single-family dwelling that contains a total of 1,912 SF (+/-) of gross living area. The exterior of the dwelling features vinyl siding, some hardwood along the roofline, and an architectural composition shingle roof that appears to be in average condition. The exterior of the building also features metal doors and insulated glass windows in aluminum frames. The exterior appearance is desirable, being a well-maintained typical ranch style home.

The interior of the dwelling features a living room, dining room, kitchen, three bedrooms, two full bathrooms, and a bonus room on the second floor. The baths have tubs with showers and one sink. The interior features largely carpet and ceramic tile. Walls are painted drywall. The ceilings are painted textured drywall, and lighting is via incandescent fixtures. The kitchen has a double stainless steel sink, a range, refrigerator, and wooden cabinetry. The subject also features a 362 SF (+/-) 1-car garage, a 288 SF (+/-) 1-car carport.

According to the Santa Rosa County Property Appraisers assessment information, the subject was constructed in 1992, and has an actual age of 18-years. We estimate an effective age for the subject of 10-years, as the subject appears to have been very well maintained.

Brief descriptions of the building specifications are as follows:

Foundation:	Block piers.
Exterior walls:	Vinyl siding and some wood trim at the roofline, all over a wooden frame.
Roof:	Architectural composition shingle, which appears to be in average condition.
Floor Cover:	Primarily carpet and ceramic tile.
Interior Walls:	Painted drywall.
Ceiling:	Primarily textured painted drywall.
Lighting:	Residential incandescent fixtures.
HVAC:	Central heat and air.
Fenestration:	Insulated glass windows in aluminum frames, metal doors.
Other:	Covered front entry porch and wooden kitchen cabinetry.
Site improvements:	These improvements include a rear and side patio, detached garage and carport, landscaping, and utility connections.
Age/Effective Age:	A18/E10
Remaining Economic Life:	50-years

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses physically possible on the site
- 2) The uses legally permissible at that site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Permissible Uses: The subject site is within the R-R, Rural Residential District zoning classification implemented by Escambia County. According to the land development code for the R-R district, single-family residential structures and manufactured housing is allowed to a maximum density of two dwellings per acre. For the subject's 1.14 acres, this is a total of two possible dwellings.

Physically Possible Uses: The subject has a site area of 1.14 acres, which can accommodate two single family dwellings. The site appears mostly level. Soils are comprised of porch sandy loam (0-2% slopes), which is well-drained and conducive for development. Further, flood mapping indicates the site is within Flood Zone X, an area of minimal flood potential. Observation of improvements on the subject and in the immediate vicinity on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. Additionally, the subject is accessed via a deeded 15'-wide easement that is sufficient for ingress/egress for one residential

structure, but would not accommodate a subdivision of the land per the Escambia County Land Development Code. Based upon the physical characteristics, as well as the restrictions previously cited, we see no other physically possible use for the subject site other than for single-family residential development.

Financially Feasible Uses: The subject site is of a slightly larger than typical home site size for the subject market. As previously mentioned within the neighborhood section of this report, we see that the market has been in decline, sales have been slow, and building costs are high. Considering the previous legally permissible and physically possible uses deemed suitable for the subject site, we believe development with a single-family home in accordance with the surrounding residential neighborhood is the only financially feasible use of the subject property “as vacant”. However, we believe that it would be best to hold the site for future residential development when the market improves.

Maximally Productive Use: The most productive use of the subject’s vacant site is to hold the site for future development with single-family residential dwelling when the market improves.

“AS IMPROVED”

The subject property presently contains a single-family home in average condition. The effective age of this 1,912 SF (+/-) residence is approximately 10-years, as the structure has been very well maintained. This dwelling fits well within the surrounding residential neighborhood and appears to conform to County zoning. This property is well designed, and it has been well maintained over the years. It is of desirable location, construction, and layout. The highest and best use of the subject property “as vacant” is for single-family use, and we believe that the present use of the subject property is the highest and beset use of the subject property “as improved”.

APPROACHES TO VALUE

For this appraisal analysis, we are employing the Sales Comparison Approach to value the subject property. The Cost Approach lacks relevance due to rising construction costs and dated age of the improvements. Therefore, we do not employ this approach in our valuation of the subject property. Furthermore, the income approach also lacks relevance, because properties of this degree are rarely rented. With this in mind, we proceed with the Sales Comparison approach.

LAND VALUATION

The Sales Comparison Approach is employed for valuation of the subject land. We have located several sales that provide for comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison grid that summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAP FOR SUBJECT AND COMPARABLE LAND SALES



Land Sale No. 1

Property Identification

Record ID 4439
Property Type Vacant Residential, Vacant Residential Land
Property Name Residential Land
Address 6947 Cornelius Lane, Pensacola, Escambia County, Florida
Location N/S of Cornelius, South of Fountain Place
Tax ID 40-1S-30-2000-000-070

Sale Data

Grantor GRADY, LEROY
Grantee CURL CARLZELL & CHARLOTTE
Sale Date July 31, 2009
Deed Book/Page 6493/558
Property Rights Fee Simple
Conditions of Sale Arms Length
Financing Cash or Equivalent
Sale History None in prior three years
Instrument Warranty Deed
Verification Other sources: MLS 369099, Public records only, Confirmed by Rosanna Banks

Sale Price \$25,000

Land Data

Zoning R-5 20 per acre, R-5
Topography All uplands
Utilities Sewer is 3,000 north; all others nearby
Dimensions 198 x 655
Shape Rectangular
Future Land Use UR
Encumbrances None noted
Depth 655

Land Size Information

Gross Land Size 2.950 Acres or 128,502 SF
Front Footage 198 ft Total Frontage: 198 ft Cornelius

Indicators

Sale Price/Gross Acre \$8,475
Sale Price/Gross SF \$0.19
Sale Price/Front Foot \$126

Remarks

This is the recent sale of a parcel of uplands zoned V-5, which allows 20 units per acre, outside of a FLU designation LDR. We are aware of the presence of a small 900 SF older SFR on the property, The realtor states it was given no value and we note that it has since been removed.

AERIAL PHOTOGRAPH OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID 4497
Property Type Residential Lot, Vacant Residential Lot
Property Name Vacant Residential Lot
Address 6045 Spanish Oaks Drive, Pensacola, Escambia County, Florida 32526
Location Spanish Oak Manor S/D
Tax ID 362S310200100001
Date Inspected 08/13/2010
Present Use Vacant Residential

Sale Data

Grantor Dorotha J. & Duane R. Kauffmann
Grantee David & Linda Keisacker Trust
Sale Date October 15, 2009
Deed Book/Page 6522, 305
Property Rights Fee Simple
Marketing Time 39 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None in previous ten years
Verification Dorothy Franklin, Listing Agent; 850-982-9749, August 13, 2010;
Other sources: MLS#377583, Public records, Confirmed by David Singleton

Sale Price \$20,000

Land Data

Zoning RR, Rural Residential
Topography Level, wooded, dry
Utilities No public sewer
Dimensions 345 x 250
Shape Rectangle

Land Data

Highest & Best Use Residential development
Encumbrances None noted

Land Size Information

Gross Land Size 1.950 Acres or 84,942 SF
Front Footage Easement from paved road

Indicators

Sale Price/Gross Acre \$10,256
Sale Price/Gross SF \$0.24

Remarks

This is the sale of a vacant residential lot located within the Spanish Oak Manor subdivision in western Pensacola. This subdivision is subject to CCRs that does not permit manufactured homes. This lot does not have access to public sewer; however, septic tank usage is common in this neighborhood. The site is heavily wooded and has not been previously improved. The site is accessed via an easement that provides access to Spanish Oak Drive, which is an asphalt paved roadway. Several other lots in this residential subdivision have similar access easements.

AERIAL PHOTOGRAPH OF LAND SALE NO. 2



Land Sale No. 3

Property Identification

Record ID 4345
Property Type Vacant Residential Acreage, Acreage
Property Name Vacant Residential
Address 8280 Western Way Drive, Pensacola, Escambia County, Florida
32526
Location South of Mobile Highway
Tax ID 111S321000003018
Date Inspected 04/08/2010
Present Use Vacant

Sale Data

Grantor ADKISON, MARY J
Grantee SCHMITZ, MICHAEL L
Sale Date November 17, 2008
Deed Book/Page 6397,728
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None
Verification Jaime Granat, Listing Agent; 850-944-3233, April 08, 2010;
Other sources: MLS#356830, Public Records, Confirmed by
David Singleton

Sale Price \$22,000

Land Data

Zoning R-R, Rural Residential
Topography Level, Wooded
Utilities All except public sewer
Dimensions approximately 210 X 400
Shape Rectangle
Highest & Best Use Residential Development

Land Data

Encumbrances None noted

Land Size Information

Gross Land Size 1.920 Acres or 83,635 SF
Front Footage 210 ft Western Way Drive

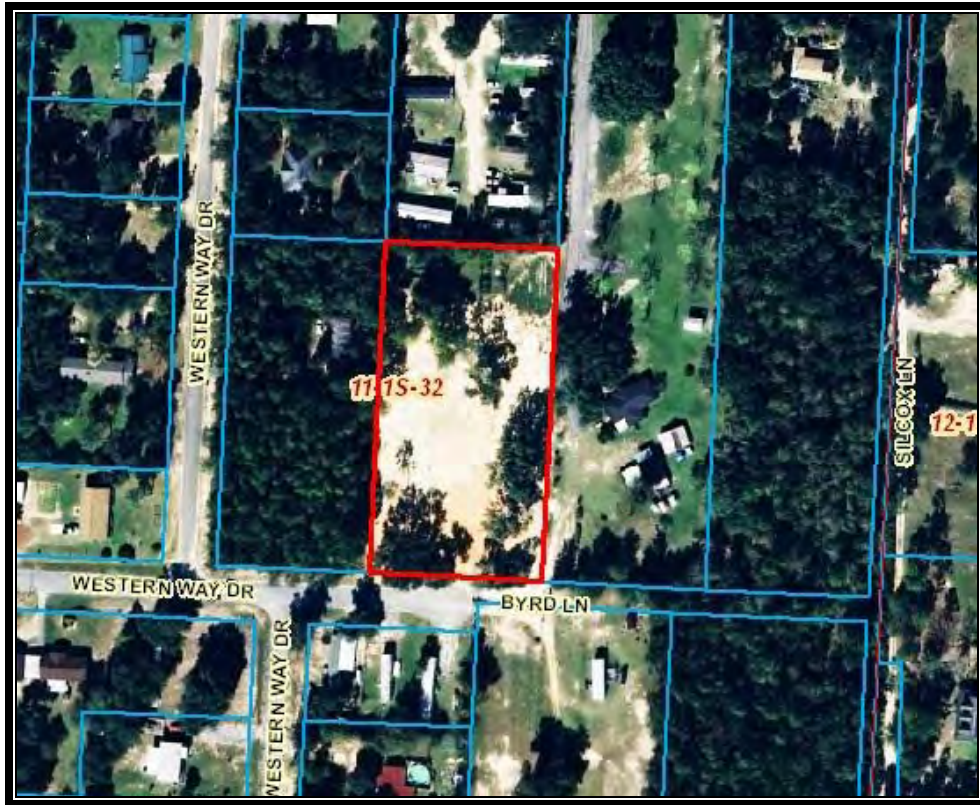
Indicators

Sale Price/Gross Acre \$11,458
Sale Price/Gross SF \$0.26

Remarks

This is the sale of a parcel of land containing approximately 1.92 acres along the north side of Western Way Drive in northwest Pensacola, FL. This property is located in an area of transition from rural to more suburban development. The property was divided from a larger parcel at the time of transfer. The site benefits from no access to public sewer; however, septic tanks are prevalent in this area and do not adversely impact value.

AERIAL PHOTOGRAPH OF LAND SALE NO. 3



Land Sale No. 4

Property Identification

Record ID	4498
Property Type	Residential Lot, Vacant Residential Lot
Property Name	Vacant Residential Lot
Address	Lot 3, Fence Road, Pensacola, Escambia County, Florida 32526
Tax ID	381S313203001004
Date Inspected	08/13/2010

Sale Data

Grantor	Coastwide Capital Management LLC
Grantee	Erika B. Barragan & Jorge A. Ortiz
Sale Date	July 24, 2008
Deed Book/Page	6359, 1981
Property Rights	Fee Simple
Marketing Time	106 days
Conditions of Sale	Arm's Length
Financing	Cash to seller
Sale History	None
Verification	Pete Morgan, Listing Agent; 850-516-0346, August 13, 2010; Other sources: MLS#347498, Public records, Confirmed by David Singleton

Sale Price	\$13,000
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Land Data

Zoning	RR, Rural Residential
Topography	Level, wooded, dry
Utilities	No public sewer
Shape	Irregular
Highest & Best Use	Residential development
Encumbrances	None noted

Land Size Information

Gross Land Size	1.110 Acres or 48,352 SF
Front Footage	Easement

Indicators

Sale Price/Gross Acre	\$11,712
Sale Price/Gross SF	\$0.27

Remarks

This is the sale of residential land located in western Pensacola. This property is accessed via a deeded easement from East Fence Road. At the time of purchase there was an older mobile home on the site, however, there was no value given by the buyers. This site does not have access to public sewer; however, septic tank usage is common in this neighborhood. Several other parcels use the access easement.

AERIAL PHOTOGRAPH OF LAND SALE NO. 4



The above residential land sales are organized on the following spreadsheet to facilitate a comparison with the subject and our adjustment process.

LAND SALES COMPARISON GRID									
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND SALE 4	
Location	Saufley Field Rd.	Comelius Lane		Spanish Oak Dr.		Western Way		Fence Road	
Proximity to Subj	N/A	3.5 Miles NE		0.5 Miles SW		7.25 Miles NW		0.25 Miles N	
Sales Price	N/A	\$25,000		\$20,000		\$22,000		\$13,000	
Site Area (Ac)	1.14	2.95		1.95		1.92		1.11	
Price/Ac	N/A	\$8,475		\$10,256		\$11,458		\$11,712	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$8,475		\$10,256		\$11,458		\$11,712	
Financing	Cash/Equiv	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$8,475		\$10,256		\$11,458		\$11,712	
Conditions of Sale	Arm's Length	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$8,475		\$10,256		\$11,458		\$11,712	
Buyer Expenditures	None	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$8,475		\$10,256		\$11,458		\$11,712	
Time/Mkt Conditions	Aug-10	Jul-09		Oct-09		Nov-08	-15%	Jul-08	-15%
Adj Price/Ac	N/A	\$8,475		\$10,256		\$9,740		\$9,955	
Location	Saufley Field Rd.	Similar		Better	-5%	Similar		Similar	
Site Area (Ac)	1.14	2.95	15%	1.95		1.92		1.11	
Primary FF	Easement	198	-5%	Easement		210	-5%	Easement	
Shape/Utility	Rect./Average	Rect./Similar		Rect./Similar		Rect./Similar		Irreg/Similar	
Corner/Interior	Interior	Interior		Interior		Interior		Interior	
Zoning	R-R, Residential	R-5, Superior	-5%	R-R, Similar		R-R, Similar		R-R, Similar	
Utilities	No public sewer	No public sewer		No public sewer		No public sewer		No public sewer	
Topography	Level, Typ Soils	Similar		Similar		Similar		Similar	
Net Phys Adj %	N/A		5%		-5%		-5%		0%
Adj Value/Ac		\$8,898		\$9,744		\$9,253		\$9,955	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of price per acre of site area. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, all comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required.

Buyer Expenditures - The selected comparable did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions – The market had declined from 2006-2008 but has been more level since 2009. Comparable sales 1 and 2 are sales that occurred in 2009 and the market has remained relatively flat during this period. Thus, no adjustments were applied to these sales for time/market differences. Comparable sales 3 and 4 occurred in 2008, and the market has declined since this date. Thus, we applied a negative adjustment to this sale.

Location - Location is an important component of a property's value. The subject property is located within an area of low to medium densities of a mix of single family dwellings, manufactured homes, and vacant land. Three of the comparables are located in similar areas, thus, no adjustments are necessary for location differences. Comparable 2 is located in a planned residential subdivision that is governed by restrictive covenants, which is considered superior due to the uniformity of development, thus we apply a negative adjustment.

Site Area – The subject site contains 1.14 acres (+/-), and is being compared to properties varying in size from 1.11 acres to 2.95 acres. Comparable 1 is given a positive adjustment to account for the inverse relationship between size and price per acre. The other comparables are considered reasonably similar such that no adjustments are required.

Frontage/Shape/Utility - This category recognizes characteristics pertinent to configuration and overall utility of the land. The subject site has a rectangular configuration and is accessed via a deeded ingress/egress easement. Each of the sales compares similar to the subject with regard to shape/utility, and no adjustments

were necessary. Two of the comparables have frontage on paved roads, thus, we apply negative adjustments. Additionally, two comparables are access via deeded easements, which is considered equal to the subject in this regard.

Corner/Interior –The subject property exhibits an interior configuration, and is being compared four properties with interior configurations; thus no adjustment is warranted for corner/interior differences.

Zoning – The subject four of the comparables are all located within the R-R, rural residential zoning that allows for a low density residential use. One comparable benefits from more favorable zoning which permits development at a higher density, thus, requiring a negative adjustment.

Utilities – All necessary utilities are available to the subject and all of the comparables except sewer service, and no adjustment was necessary for differences in utilities.

Topography - The subject land and each of the comparables are basically level and have typical sandy soils; no adjustments required.

Summary and Land Value Opinion: The comparable sales indicate an adjusted unit value range of from \$8,898/acre to \$9,955/acre, with a mean of \$9,463/acre. All four comparables are good indicators of value for different elements of comparison. With some weight on each comparable sale, we reconcile at a rounded \$9,500/acre, which applied to the subject's 1.14 acres (+/-) renders a value indication of \$10,830, which we round to \$11,000.

Land Value Opinion: \$11,000

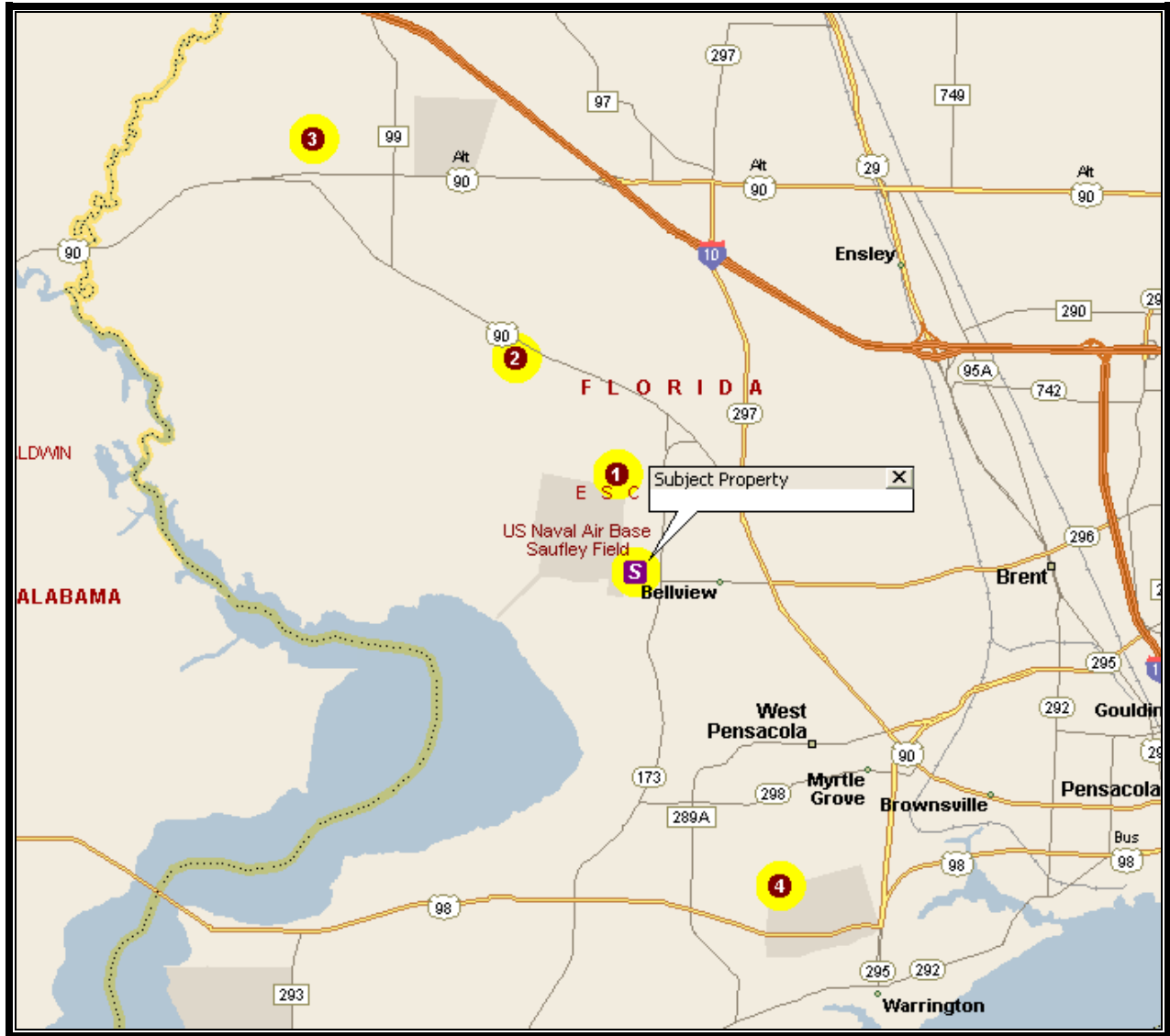
SALES COMPARISON APPROACH

We will employ the direct sales comparison approach to value the contribution of the improvements. This is an appraisal technique in which the market value estimate is based upon prices paid in actual market transactions and current listings. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

- a) The degree of comparability of each property with the property being appraised,
- b) The time of sale,
- c) The verification of sales data,

We have reviewed a large number of sales of single-family dwellings within the neighborhood and we have selected the four most similar sales that were able to find for comparison to the subject. A brief recapitulation of these sales deemed comparable and a location map of these sales in relation to the subject property follows:

LOCATION MAP OF THE SUBJECT PROPERTY AND IMPROVED COMPARABLES



Improved Sale No. 1



Property Identification

Record ID	1827
Property Type	Single Family Dwelling
Property Name	Single Family Dwelling
Address	6850 Cedar Lake Drive, Pensacola, Escambia County, Florida 32526
Tax ID	281S311000112016
Date Inspected	08/16/2010
Present Use	Single Family Dwelling

Sale Data

Grantor	Marion Jean & George A. Matthews
Grantee	Glenn & Patricia Ann Wise
Sale Date	February 01, 2010
Deed Book/Page	6571,1394
Property Rights	Fee Simple
Marketing Time	23 days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None other within the previous ten years
Instrument	Warranty Deed
Verification	Preston Murphy, Listing Agent; 850-380-0571, August 16, 2010; Other sources: MLS 382283, Inspection, Public Records, Confirmed by David Singleton

Improved Sale No. 1 (Cont.)

Sale Data

Sale Price \$165,000

Land Data

Land Size 0.540 Acres or 23,522 SF
Front Footage 106 ft Total Frontage: 106 ft Cedar Lake Drive
Zoning R1, Single-Family Residential
Topography Appears Mostly Level
Utilities No public sewer
Shape Irregular
Flood Info Zone "X", minimal flood probability
Highest & Best Use Present Use
Encumbrances None Noted

General Physical Data

Building Type Single Tenant
SF 2,114

Construction Type Brick Siding
Roof Type Comp Shingle
Foundation Slab
Electrical Typical
HVAC Central
Stories 1
Year Built 1991
Condition Average

Indicators

Sale Price/ SF \$78.05
Floor Area Ratio 0.09
Land to Building Ratio 11.13:1

Remarks

This is a sale of a single family dwelling located at 6850 Cedar Lake Drive in Pensacola, FL. The dwelling contains 3 bedrooms, and 2 full baths, and a detached single car garage. It has a fireplace. The listing agent states that the condition of the dwelling is average and it has been well maintained. The sellers gave the buyers a \$1,500 appliance allowance. This dwelling is located within the Cedar Lake Estates subdivision, which has yearly HOA fees of \$150. Amenities include common areas and a lake.

Improved Sale No. 2



Property Identification

Record ID	1828
Property Type	Single Family Dwelling
Property Name	Single Family Dwelling
Address	7109 Woodside Drive, Pensacola, Escambia County, Florida 32526
Tax ID	211S31330015007
Date Inspected	08/16/2010
Present Use	Single Family Dwelling

Sale Data

Grantor	Richard Bankich
Grantee	Matthew & Heather D. Sekellick
Sale Date	May 21, 2010
Deed Book/Page	6401,1243
Property Rights	Fee Simple
Marketing Time	43 days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	07/21/20008; \$101,500; Bk 6363, P510
Instrument	Certificate of Title
Verification	Bobby York, Listing Agent; 850-748-9364, August 16, 2010; Other sources: MLS 388452, Inspection, Public Records, Confirmed by David Singleton

Improved Sale No. 2 (Cont.)

Sale Data

Sale Price \$165,000

Land Data

Land Size 0.310 Acres or 13,504 SF
Front Footage 90 ft Total Frontage: 90 ft Woodside Drive
Zoning R1, Single-Family Residential
Topography Appears Mostly Level
Utilities No public sewer
Dimensions 90 X 150
Shape Rectangle
Flood Info Zone "X", minimal flood probability
Highest & Best Use Present Use
Encumbrances None Noted

General Physical Data

Building Type Single Tenant
SF 2,016

Construction Type Brick Siding
Roof Type Comp Shingle
Foundation Slab
Electrical Typical
HVAC Central
Stories 1
Year Built 2004
Condition Average

Indicators

Sale Price/ SF \$81.85
Floor Area Ratio 0.15
Land to Building Ratio 6.70:1

Remarks

This is a sale of a single family dwelling located at 7109 Woodside Drive in Pensacola, FL. The dwelling contains 3 bedrooms, and 2 full baths, and an attached double garage. It has a fireplace. The listing agent states that the condition of the dwelling is average. There was an above ground vinyl pool on the property at the time of transfer; however, no value was given by the buyers.

Improved Sale No. 3



Property Identification

Record ID	1829
Property Type	Single Family Dwelling
Property Name	Single Family Dwelling
Address	7070 Bridlewood Lane, Pensacola, Escambia County, Florida 32526
Tax ID	011S321000146007
Date Inspected	08/16/2010
Present Use	Single Family Dwelling

Sale Data

Grantor	Deutshce Bank Trust, etal
Grantee	Stephen C. & Sharon M. Clarke
Sale Date	March 28, 2009
Deed Book/Page	6462,1009
Property Rights	Fee Simple
Marketing Time	49 days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None other within the previous ten years
Instrument	Warranty Deed
Verification	Hillary Rember, Listing Agent; 850-380-2403, August 16, 2010; Other sources: MLS 365018, Inspection, Public Records, Confirmed by David Singleton

Improved Sale No. 3 (Cont.)

Sale Data

Sale Price \$141,500

Land Data

Land Size 1.500 Acres or 65,340 SF
Front Footage 40 ft Total Frontage: 40 ft Bridlewood Road
Zoning R-R, Rural Residential
Topography Appears Mostly Level
Utilities No public sewer
Shape Irregular
Flood Info Zone "X", minimal flood probability
Highest & Best Use Present Use
Encumbrances None Noted

General Physical Data

Building Type Single Tenant
SF 2,082

Construction Type Brick, Vinyl Siding
Roof Type Comp Shingle
Foundation Slab
Electrical Typical
HVAC Central
Stories 1
Year Built 1989
Condition Average

Indicators

Sale Price/ SF \$67.96
Floor Area Ratio 0.03
Land to Building Ratio 31.38:1

Remarks

This is a sale of a single family dwelling located at 7070 Bridlewood Lane in Pensacola, FL. The dwelling contains 3 bedrooms, and 2 full baths. It has a fireplace. The sellers contributed \$1,000 toward the buyer's closing costs. This is foreclosed property and the selling agent believes there was probably a \$5,000 discount.

Improved Listing No. 4



Property Identification

Record ID	1830
Property Type	Single Family Dwelling
Property Name	Single Family Dwelling
Address	397 North 61st Avenue, Pensacola, Escambia County, Florida 32506
Tax ID	362S303003000001
Date Inspected	08/16/2010
Present Use	Single Family Dwelling

Sale Data

Grantor	Terry Newell
Survey Date	August 16, 2010
Deed Book/Page	6571,1394
Property Rights	Fee Simple
Marketing Time	322 days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None other within the previous ten years
Instrument	Warranty Deed
Verification	Don Minshew, Listing Agent; 850-380-1345, August 16, 2010; Other sources: MLS 377641, Inspection, Public Records, Confirmed by David Singleton

Improved Listing No. 4 (Cont.)

Sale Data

Listing Price \$154,900

Land Data

Land Size 0.570 Acres or 24,829 SF
Front Footage 315 ft Total Frontage: 315 ft Corner of N. 61st and La Rua
Zoning R-2, Single Family Residential
Topography Appears Mostly Level
Utilities No public sewer
Shape Irregular
Flood Info Zone "X", minimal flood probability
Highest & Best Use Present Use
Encumbrances None Noted

General Physical Data

Building Type Single Tenant
SF 2,034

Construction Type Vinyl siding
Roof Type Comp Shingle
Foundation Slab
Electrical Typical
HVAC Central
Stories 2
Year Built 1997
Condition Average

Indicators

Sale Price/ SF \$76.16
Floor Area Ratio 0.08
Land to Building Ratio 12.21:1

Remarks

This is a sale of a single family dwelling located at 397 North 61st Avenue in Pensacola, FL. The dwelling contains 3 bedrooms, and 1.5 full baths, and a detached oversized single car garage. The listing agent states that the condition of the dwelling is average and it has been well maintained.

The above-cited comparables are organized on the following spreadsheet to facilitate a comparison with the subject and our adjustment process.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		COMPARABLE NO. 4	
Address:	5654 Saufley Field Rd.	6850 Cedar Lake Drive		7109 Woodside Road		7070 Bridewood Lane		397 61st Avenue	
Proximity to Subject		1 Mile North		3 Miles NW		7 Miles NW		4.25 Miles SE	
Sales Price	N/A	\$165,000		\$165,000		\$141,500		\$154,900	
Price/Gross Living Area	N/A	\$89.00		\$77.07		\$73.39		\$83.55	
Verification Source	N/A	Public Records, MLS#382283		Public Records, MLS#388452		Public Records, MLS#365018		Public Records, MLS#377641	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust
Date of Sale		2/1/2010		5/21/2010		3/28/2009		Current	
Location	Residential	Residential		Residential		Residential		Residential	
Financing	Cash or Equivalent	Cash or Equivalent		Cash or Equivalent		N/A		Cash or Equivalent	
Conditions of Sale	Arm's Length	Arm's Length, Concessions	-\$1,500	Arm's Length		Foreclosure, Concessions	\$4,000	Negotiations	-\$7,745
Buyer Expenditures	N/A	None Noted		None Noted		None Noted		None Noted	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site Area (Ac)	1.14-Acre	0.54-Acre	\$5,000	0.31-Acre	\$5,000	1.5-Acre		0.57-Acre	\$5,000
Design and Appeal	1.5-Story/Average	1-Story/Similar		1-Story/Similar		1-Story/Similar		2-Story/Similar	
Quality of Construction	Vinyl Siding/Avg.	Brick/Superior	-\$5,000	Brick/Superior	-\$5,000	Brick, Vinyl/Similar		Vinyl/Similar	
Age/Effective Age/Cond.	A18/E10, Average	A19/E10, Average		A6/E5, Average	-\$5,000	A21/E10, Average		A13/E10, Average	
Room Count	3 Bed/2 Bath	3 Bed/2 Bath		3 Bed/2 Bath		3 Bed/2 Bath		3 Bed/1.5 Bath	\$2,500
Gross Living Area, SF	1,912	2,114	-\$7,070	2,016	-\$3,640	2,082	-\$5,950	2,034	-\$4,270
Functional Utility	Average	Average		Average		Average		Average	
Heating/Cooling	Central Electric	Similar		Similar		Similar		Similar	
Energy Efficient Items	Typical/Average	Typical/Average		Typical/Average		Typical/Average		Typical/Average	
Garage/Carport	Detached 1-Gar, 1-CP	Detached 1-Gar	\$2,000	Attached 2-Car Garage		None	\$5,000	Detached 1-Gar	\$2,000
Porch, Fireplace(s), etc.	Porch, Patios, 1-FP	Porch, Patio, 1-FP		Porch, Patio, 1-FP		Porch, Patio, 1-FP		Porch, Patio	\$2,500
Other	None	None		None		None		None	
Net Adj. (total)			-\$6,570		-\$8,640	Net Adj. (total)	\$3,050		-\$15,000
Adjusted Sales Price of Comparable			\$158,430		\$156,360		\$144,550		\$154,885

Improved Value Analysis –

Comparable Sale 1 is a residential home located at 6850 Cedar Lake Drive in Pensacola. This home sold in February 2010, thus no adjustment was applied for time/market differences. We applied positive adjustments to account for its smaller site size and less car storage. Additionally, we applied negative adjustments to this sale to account for having an all brick exterior, which is superior to the subject's all vinyl exterior, concessions paid by the seller, and size. No other adjustments were required for this comparable.

Comparable Sale 2 is a residential home located at 7109 Woodside Road in Pensacola. This home sold recently in May 2010, thus no adjustment was applied for time/market differences. We applied negative adjustments to this comparable for its superior all brick exterior, age, and size. Additionally, we applied a positive adjustment to account for the smaller site size. No other adjustments were necessary to this comparable sale.

Comparable Sale 3 is a residential home located at 7070 Bridlewood Lane in Pensacola. This home sold in March 2009, thus no adjustment was applied for time/market differences. We apply positive adjustments to the sale for having no car storage, smaller size and a foreclosure. We apply a negative adjustment for condition of sale, as the sellers contributed \$1,000 toward the buyer's closing costs.

Comparable Listing 4 is a residential home located at 397 North 61st Street in Pensacola. This home is an active listing, thus, we apply a negative adjustment to account for the anticipated difference between list price and the eventual sales price. Additionally, we apply a negative adjustment for size. We apply positive adjustments for differences in site size, car storage, and the lack of a fireplace.

The four comparables are of similar residential properties from the subject neighborhood. They indicate an adjusted value range of from \$144,550 to \$158,430, with a mean of \$153,556. With some weight given to each comparable, we reconcile at a rounded \$155,000 "R" for our opinion of value for the subject property.

FINAL VALUE OPINION: \$155,000

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- 1) The statements contained in this appraisal report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
- 4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5) Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
- 6) Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7) Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8) We have made a personal inspection for the property that is the subject of this report.
- 9) No one provided significant professional assistance to the persons signing this certification.
- 10)** This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- 11) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
- 12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13) As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
- 14) We certify that we have not appraised this property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #289

D. Singleton

David C. Singleton
Registered Trainee Appraiser
Florida #RI23431

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990, Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have serve extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Advanced Appraisal Review Supervisor and Trainee Appraiser	06/10	17	Florida Department of Transportation
USPAP Update and Core Law	06/10	3	Florida Department of Transportation
Aviation Valuation	06/10	7/3	Florida Department of Transportation
USPAP Update and Core Law	01/09	2	Pensacola Regional Airport
Supervisor & Trainee Rules & Roles	04/08	7/3	Florida Department of Transportation
Advanced Appraisal Review	04/08	3	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	04/08	17	Florida Department of Transportation
Valuation of Conservation Easements	03/08	06	Dept. of Environmental Protection
Using the HP12C Calculator	01/08	31	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	11/06	07	Appraisal Institute
National USPAP	08/06	40	University of St. Thomas
Florida Laws & Regulations	04/06	07	McKissock
Advanced Appraisal Topics	04/06	03	McKissock
Business Practices & Ethics	01/06	40	University of St. Thomas
Statistical Analysis for Appraisal	12/05	08	Appraisal Institute
USPAP	08/05	40	University of St. Thomas
Legal Issues in Valuation	10/04	07	McKissock
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	08/04	40	University of St. Thomas
Timberland Appraisal Methods	03/04	16	Appraisal Institute
Florida State Law for Real Estate Appraisers	02/04	12	Appraisal Institute
Effective Appraisal Writing	11/03	03	Appraisal Institute
USPAP	08/03	07	Appraisal Institute
Communicating the Appraisal	11/02	04	Bert Rodgers
	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

DAVID C. SINGLETON

EDUCATION:

Presently pursuing Masters at University of South Alabama

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute

EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES
SOCIAL FORCES
GOVERNMENTAL FORCES
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval

Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.²

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of

² NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Eglin Air Force Base, resulting in a net gain of 2,200 jobs. Eglin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Eglin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing

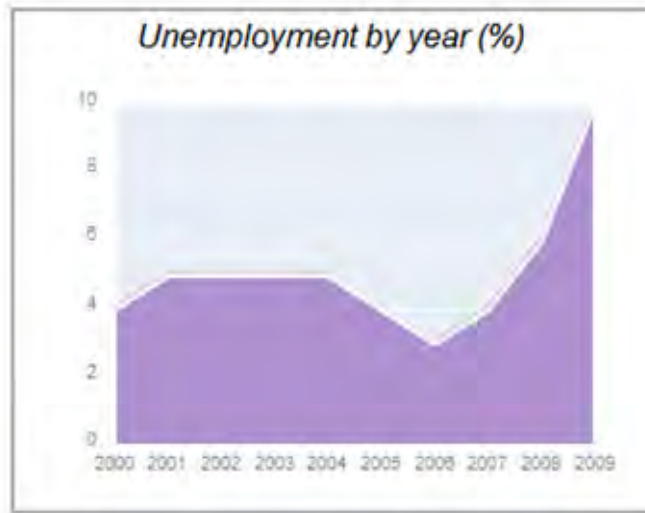
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

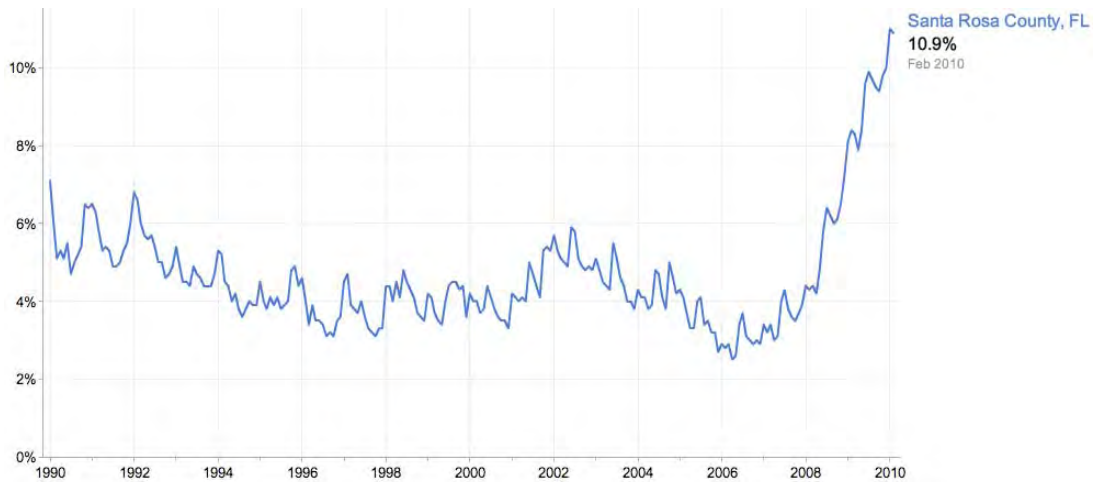
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

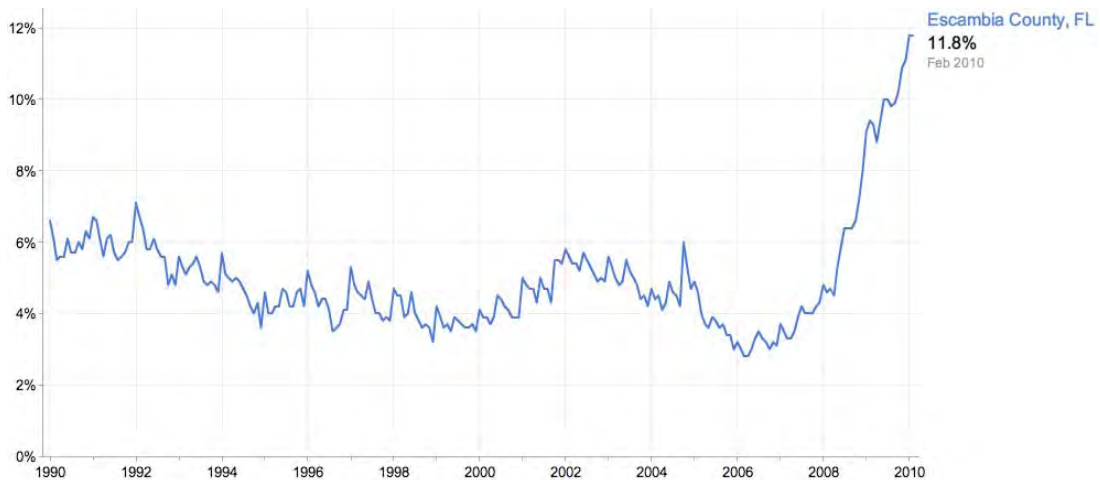
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa Count over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and

construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.³

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

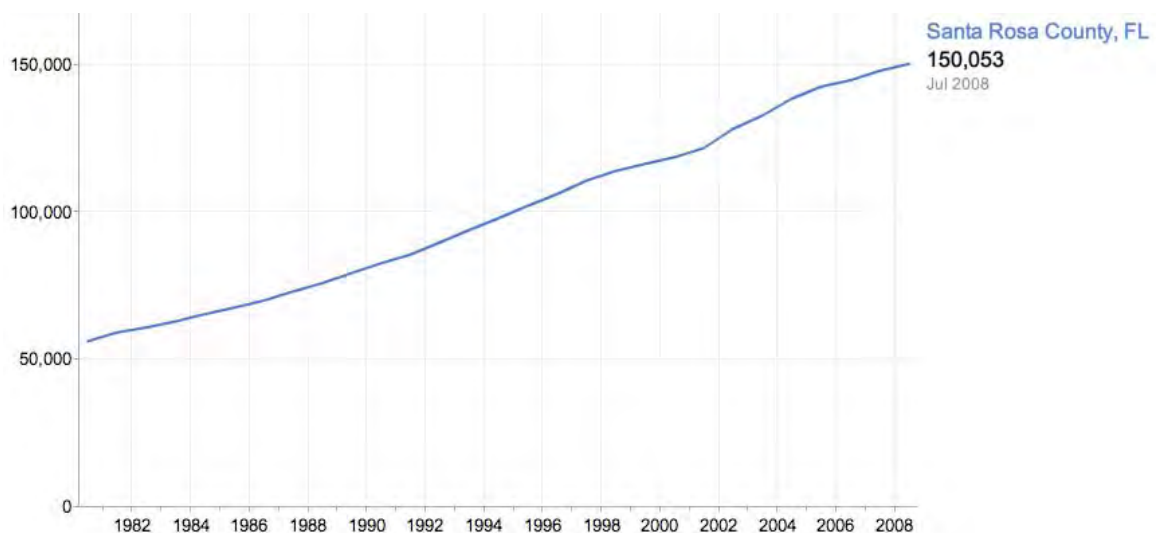
Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

Population Increase Rates from 2005 – 2009:

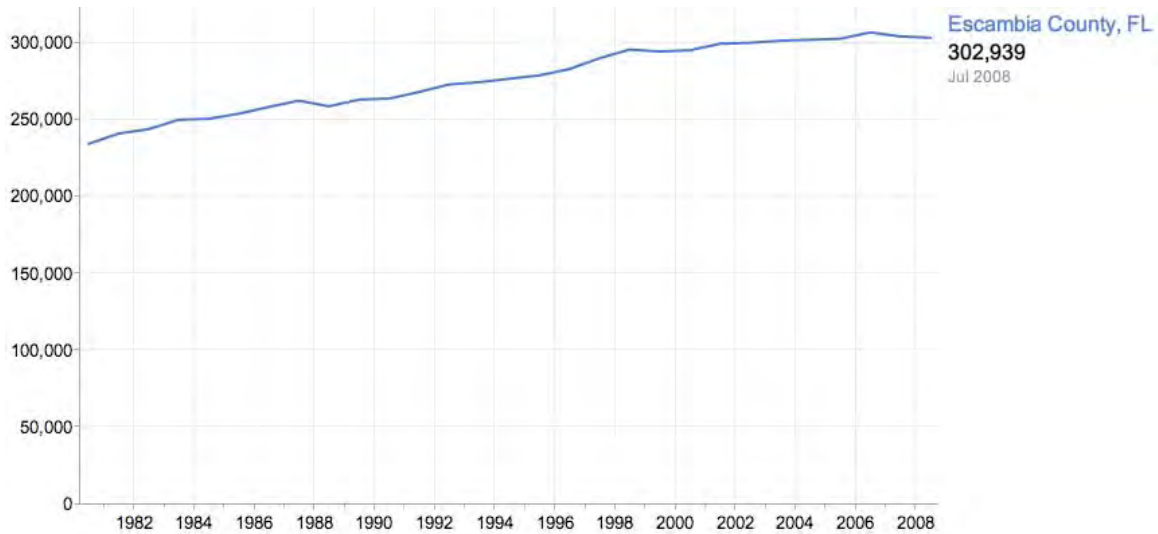
	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



³ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

	Demographic Estimates	Santa Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest AirlinK, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

SUBJECT DATA



Chris Jones Escambia County Property Appraiser

ECPA Home

[Real Estate Search](#) | [Tangible Property Search](#) | [Amendment 1 Calculations](#)

[Back](#)

Navigate Mode Account Reference

[Printer Friendly Version](#)

General Information

Reference: 381S313305002003
Account: 091770015
Owners: JOHNSON MICHAEL L & SANDRA K
Mail: 5654 SAUFLEY FIELD RD
 PENSACOLA, FL 32526
Situs: 5654 SAUFLEY FIELD RD
Use Code: SINGLE FAMILY RESID

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: \$73,115
Land: \$10,830
Total: \$83,945
[Save Our Homes:](#) \$63,414

[Disclaimer](#)
[Amendment 1 Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/1994	3600	821	\$100	QC	View Instr
04/1994	3601	965	\$100	QC	View Instr
04/1994	3601	967	\$100	QD	View Instr
04/1992	3156	625	\$1,500	WD	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2010 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT SW COR OF SEC ELY
 ALG S LI 1096 64/100 FT NLY
 DEFLECTING 89 DEG 0 MIN 41
 SEC LEFT 689 25/100 FT FOR...

Extra Features

CARPORT

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

Section Map Id:
[38-1S-31-2](#)

Approx. Acreage:
 1.1600

Zoned:
[R-R](#)



Buildings

Building 1 - Address: 5654 SAUFLEY FIELD RD, Year Built: 1992, Effective Year: 1992

Structural Elements
 FOUNDATION- WOOD/SUB FLOOR
 EXTERIOR WALL- VINYL SIDING
 NO. PLUMBING FIXTURES- 6.00
 DWELLING UNITS- 1.00
 ROOF FRAMING- GABL/HIP HI PTC
 ROOF COVER- DIMEN/ARCH SHNG
 INTERIOR WALL- PANEL-PLYWOOD
 FLOOR COVER- CARPET
 NO. STORIES- 2.00
 DECOR/MILLWORK- ABOVE AVERAGE
 HEAT/AIR- CENTRAL H/AC
 STRUCTURAL FRAME- WOOD FRAME

Areas - 2242 Total SF
 BASE AREA - 1606
 OPEN PORCH FIN - 174
 PATIO - 182
 UPPER STORY FIN - 280

The floor plan diagram shows a rectangular layout with dimensions: 14, 20, 14, 13, 13, 14, 15, 15, 14, 29, 14, 6, 20, 8, 15. Areas are labeled: PTO (top), BAS (bottom), and OPE (left).

Images



01/27/10

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.

Janet Holley

Ad Valorem Taxes and Non-Ad Valorem Assessments

Escambia County Tax Collector

REAL ESTATE 2009 145155

Account Number	Payor	Exemptions	Taxable Value	Millage Code
09-1770-015		See Below	See Below	06

JOHNSON MICHAEL L & SANDRA K
5654 SAUFLEY FIELD RD
PENSACOLA FL 32526

381S31-3305-002-003 5654 SAUFLEY
FIELD RD BEG AT SW COR OF SEC ELY
ALG S LI 1096 64/100 FT NLY
DEFLECTING 89 DEG 0 MIN 41 SEC
LEFT 689 25/100 FT FOR POB CONT
NLY 225 FT ELY DEFLECTING 89 DEG
24 MIN 0 SEC RT 220 FT SLY See Tax
Roll For Extra Legal

Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	36,747	\$25,000	\$174.39
PUBLIC SCHOOLS				
By Local Board	2.2480	25,000	\$36,747	\$82.61
By State Law	5.6120	25,000	\$36,747	\$206.22
SHERIFF	0.6850	36,747	\$25,000	\$17.13
WATER MANAGEMENT	0.0450	36,747	\$25,000	\$1.13
Total Millage	15.5655			\$481.48

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$75.00
Total Assessments		\$75.00
Taxes & Assessments		\$556.48

600
10 30
11 30

OR Bk3601 Pg0965
INSTRUMENT 00138731

THIS INSTRUMENT PREPARED BY:
GREGORY L. BROWN
WELLS, BROWN & BRADY, P.A.
601 S. PALAFOX ST.
P. O. BOX 12584
PENSACOLA, FL 32573

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

This indenture made this 21 day of April, 1994 between Pauline Johnson Stevens, whose post office address is 3613 Hillsdale Court, Las Vegas, Nevada 89108, Grantor*, and Michael L. and Sandra K. Johnson, whose post office address is 5652 Saufley Field Road, Pensacola, Florida 32526, Grantee*.

WITNESSETH: that said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, the Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

All of Grantors right, title and interest in and to the following described property:

That portion of Section 38, Township 1 South, Range 31 West, Esc. County, Florida, described as follows: Commence at the Southwest corner of said Section 38; Thence Easterly along the South line of said Section a distance of 1096.64 feet; thence Northerly deflection 89°00'41" left a distance of 689.25 feet to the Point of Beginning; thence continue Northerly along a projection of the line last run a distance of 225.00 feet; thence Easterly deflecting 89°24'00" right a distance of 220.00 feet; thence Southerly deflecting 90°36'00" right a distance of 225.00 feet; thence Westerly deflecting 89°24'00" right a distance of 220.00 feet to the Point of Beginning. Containing 1.14 acres more or less. The Westerly fifteen feet (15.00"), as measured at right angles, of the above described parcel being subject to an ingress-egress and utility easement.

This property does not constitute the homestead of the Grantor.

and the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural as context requires.

D.S. PD. \$ 70
DATE 6-24-94
JOE A. ELWENS, COMPTROLLER
BY: [Signature]
CERT. REG. # 59-2043328-37401 D.C.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed and delivered in the presence of:

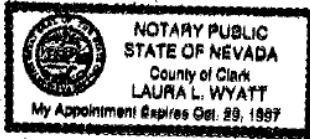
Connie Strait
Printed Name CONNIE STRAIT

Pauline Johnson Stevens (SEAL)
Pauline Johnson Stevens

Laura Wyatt
Printed Name Laura Wyatt

STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 21 day of April, 1994 by Pauline Johnson Stevens, who () is personally known to me or who (X) has produced Nevada driver's license as identification and who did not take an oath.



Laura L. Wyatt (SEAL)
Printed name: Laura L. Wyatt
Notary Public - State of Nevada
My commission expires: 10/29/97
Commission number: NA

194\johnson1.wd

Instrument 00138731
Filed and recorded in the public records
JUNE 24, 1994
at 09:25 A.M.
In Book and Page noted above or hereon and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

*Prepared By
Richard Duane*

JOHNSON EASMENT
5654 Saufley Field Road
Pensacola Florida 32526

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PRIVATE RIGHT-OF-WAY EASEMENT

THIS DEDICATION OF PRIVATE RIGHT-OF-WAY EASEMENT is made this
15 day of April 2008, by and between Genevieve Brown, whose address is 2143 Inda Ave.
Pensacola Florida 32526-88855 (Grantor) and Michael L. Johnson, whose address is 5654
Saufley Field Rd, Pensacola, Florida 32526 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County,
Florida and more particularly described in below (the Property) as:

N639ft of E 220 ft of S689 ft of SW ¼ of SW ¼ OR 4111 P 1568 OR 4283 P 396 OR
5338 P 1232.

WHEREAS, Grantor proposes to dedicate a private right-of-way easement over the
westerly fifteen feet (15'), as measured at right angles, of the described parcel being subject to
an ingress - egress and utility easement and across the Property;

NOW, THEREFORE, Grantor hereby dedicates to the grantee an easement for the
perpetual and unobstructed right of the ingress, egress, and utilities over and across the Property
together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has
good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written
above.

JOHNSON EASMENT
5654 Saufley Field Road
Pensacola Florida 32526

Signed, sealed and delivered
in the presence of:

GRANTOR:

Witness Misty L. Pardue
Print Name Misty L. Pardue

By: Denise Brown

Witness Ernest L. Mills
Print Name ERNEST L. MILLS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of
April, 2008, by Denise Brown. He/She
is personally known to me, or has produced current _____ as
identification.

Patricia A. Rittenbery
Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)
PATRICIA A. RITTENBERY
Notary Public, State of FL
My comm expires 12/17/2009
Comm No. DD 498354

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL. STATE-CERTIFIED GENERAL APPRAISER RZ289
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, 000419

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2351

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

August 12, 2010

Michael and Sandra Johnson
5654 Saufley Field Road
Pensacola, Florida 32526

RE: Appraisal of land at 5654 Saufley
Field Road, Pensacola

Dear Mr. and Mrs. Johnson:

I have been engaged to make an appraisal of property owned by you relative to an acquisition of the above referenced property by Escambia County. The purpose of the appraisal is to estimate the market value of the property.

Any information you can provide concerning surveys, real estate taxes, and factors which affect the value of the property will be helpful in estimating the market value of your property.

You may contact me at my office Monday through Friday between 9:00 A.M. and 5:00 P.M.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



100 NORTH SPRING STREET - POST OFFICE BOX 12505 - PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com - WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 - FAX (850) 438-0617

PURCHASE ORDER NO. 101592

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 [CLERK OF THE COURT & COMPTROLLER]
N [HON. ERNIE LEE MAGAHA]
V [221 PALAFOX PLACE, SUITE 140]
O [PENSACOLA, FL 32502-5843]
I [(850) 595-4841]
C []
E []

S [SOLID WASTE MANAGEMENT]
H [13009 BEULAH ROAD]
I [CANTONMENT FL 32533-8801]
P []

T []
O [ATTN: SWM DENEEN RUDD 850-937-2175]

V [410028]
E [BRANTLEY & ASSOCIATES]
N [REAL ESTATE APPRAISAL CORPORATION]
D [100 N SPRING STREET STE 2]
O [PENSACOLA FL 32502]
R []

ORDER DATE: 08/04/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 10001625	REQ. DATE: 08/03/10		
TERMS: NET 30 DAYS		F.O.B.:	DESC.:		
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		LOT APPRAISAL FOR 5654 SAUFLEY FIELD ROAD.	4000.0000	4,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	4,000.00
01	220613 56301	4,000.00		TOTAL \$	4,000.00

TAX ID 85-8013888011C-3
 FED ID 59-6000-598

APPROVED BY _____
 Original Purchase Order

Joe F. Pillitary

SUMMARY APPRAISAL REPORT

±0.38 ACRES OF VACANT LAND

LOCATED AT 5650 SAUFLEY FIELD ROAD IN
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF AUGUST 13, 2010

VR10DS6347-7



PREPARED FOR
ESCAMBIA COUNTY ENGINEERING
1190 WEST LEONARD STREET
PENSACOLA, FLORIDA 32504

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

August 18, 2010

Mr. Larry Goodwin, Real Estate Acquisition Supervisor
Escambia County Engineering Department
1190 West Leonard Street
Pensacola, Florida 32504

RE: Appraisal of approximately 0.38 acres of vacant
land located 5650 Saufley Field Road in
Pensacola, Escambia County, Florida

Dear Mr. Goodwin:

At your request, we have inspected the above referenced property for the purpose of estimating the market value of the property as of August 13, 2010, the date of inspection.

The subject property contains approximately 0.38 acres of vacant land in Pensacola, Escambia County, Florida. The property rights appraised are fee simple. By reason of our inspection and analysis, which is described in the accompanying summary report, we are of the opinion that the market value of the above referenced subject property as of August 13, 2010, is:

MARKET VALUE ESTIMATE
TEN THOUSAND DOLLARS
\$10,000

The above value estimate is subject to the limiting conditions and assumptions as reported herein, and the following special limiting conditions:

(1) On April 20, 2010 an oil spill occurred in the Gulf of Mexico as a result of an explosion on the Deepwater Horizon rig operated by B.P. The spill has leaked extensively into the Gulf of Mexico waters. Oil has impacted shorelines along the Gulf of Mexico. Although this appraisal report bears an effective date of value that is after the date of the oil spill, it is important for any reader to realize that the full impacts from the spill may not yet be manifest in the value opinion rendered herein. This is because enough time has not yet elapsed for us to analyze comparable sales data occurring after the date of the spill. As a result, any reader is advised that this appraised value does not address or consider the value impact that may result due to existing or forthcoming pollution of the Florida and Alabama coastlines.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Larry Goodwin

August 18, 2010

(2) The subject property is accessed by an apparent easement across the lands of another, but we could not find documented evidence of legal access. We make the assumption that the subject benefits from a perpetual ingress/egress easement across the existing access route.

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



David C. Singleton
Registered Trainee Appraiser
Florida RI23431

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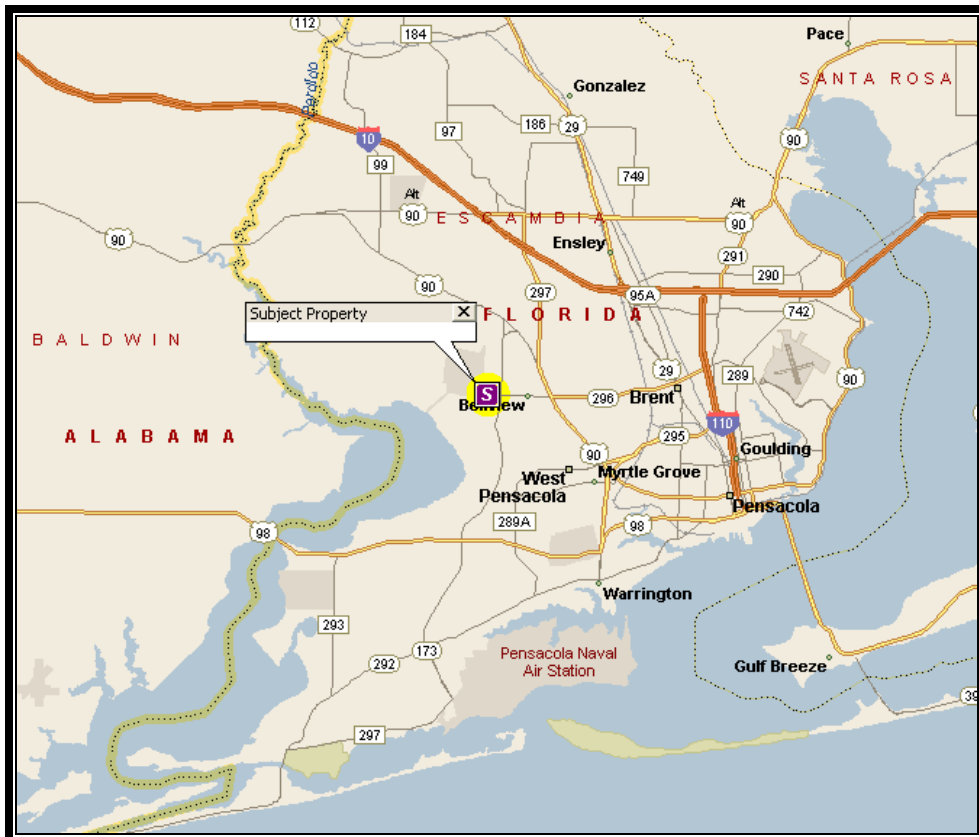
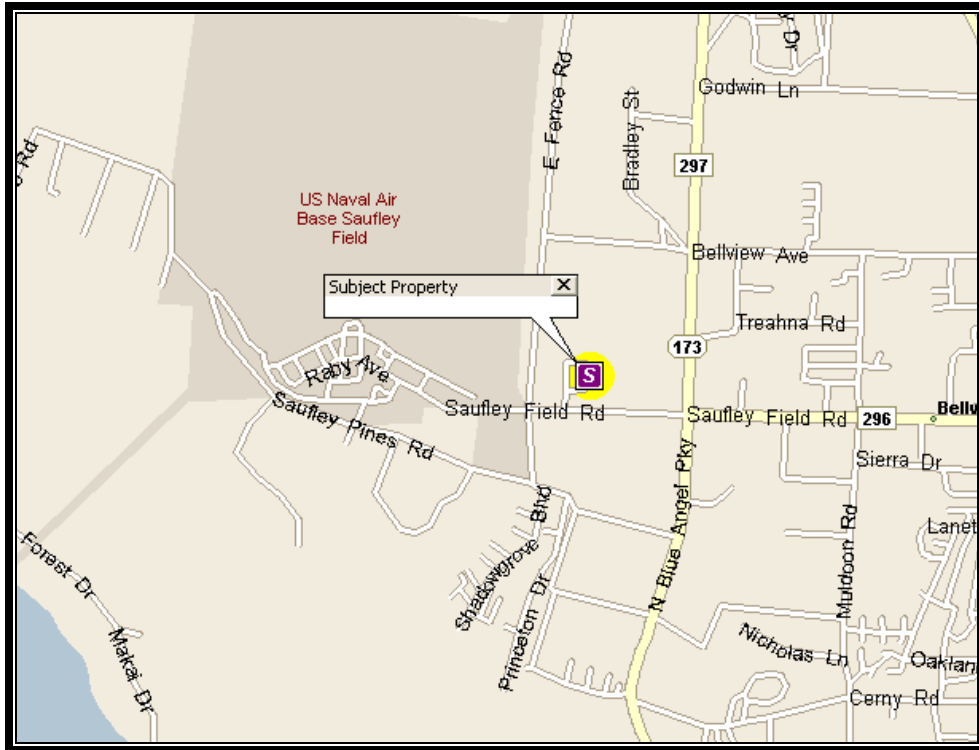
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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Approximately 0.38 acres of vacant land located at 5650 Saufley Field Road in Pensacola, Escambia County, Florida. .
OWNERSHIP:	Annie Bell Johnson c/o Michael Johnson 5654 Saufley Field Road Pensacola, Florida 32526
ADDRESS OF PROPERTY:	5650 Saufley Field Road Pensacola, Florida 32526
PURPOSE OF APPRAISAL:	To obtain an opinion of the market value of the subject property as of the specified date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUATION:	August 13, 2010
DATE OF INSPECTION:	August 13, 2010
DATE OF REPORT:	August 18, 2010
YEAR 2010 ASSESSMENT:	\$12,658
YEAR 2009 TAXES:	\$150.00
CURRENT ZONING:	R-R, Rural Residential District
FUTURE ZONING:	MU-2, Mixed Use
LAND AREA:	0.38 Acres, 16,553 SF (+/-)
IMPROVEMENTS:	None
HIGHEST AND BEST USE:	Residential Development
<u>VALUATIONS:</u>	
FINAL VALUE OPINION:	\$10,000

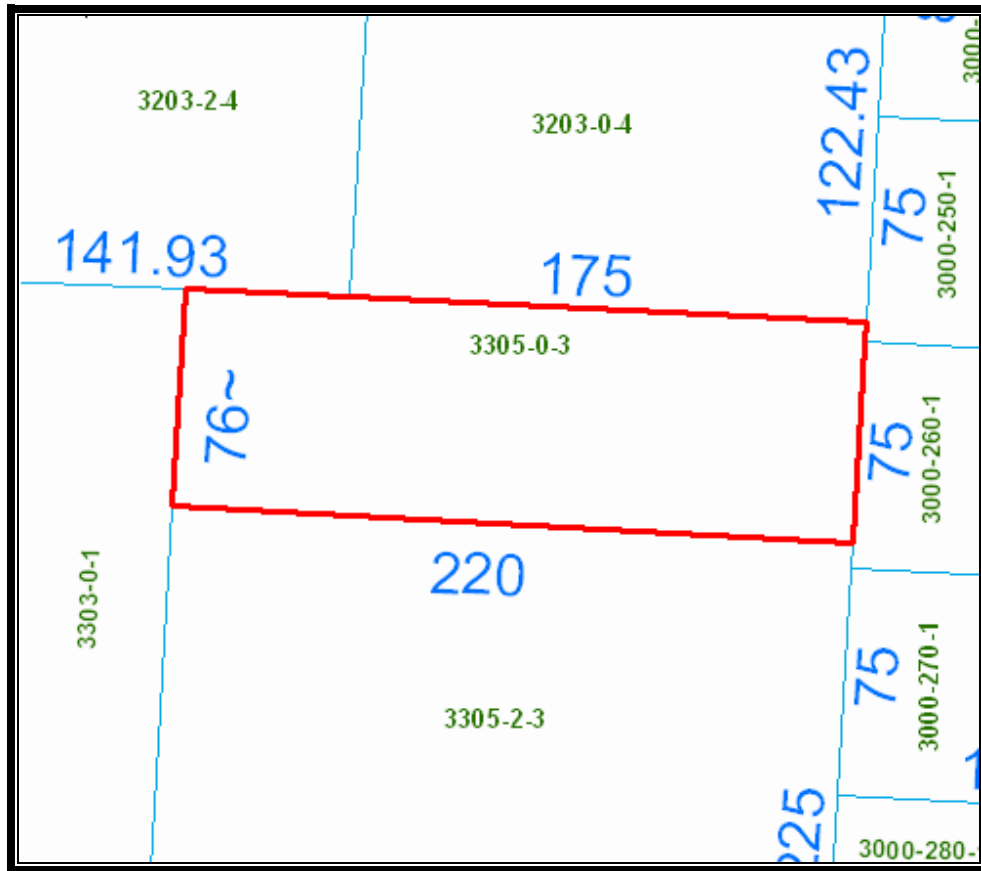
LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPHS OF SUBJECT PROPERTY



PLAT OF SUBJECT PROPERTY



FEMA FLOOD MAP INCLUDING THE SUBJECT PROPERTY

Flood Map Panel No. 12033C0355G

Dated: September 29, 2006



. BASED UPON THE ABOVE F.E.M.A. FLOOD MAP, THE SUBJECT PROPERTY IS SITUATED WITHIN FLOOD ZONE X, WHICH IS AN AREA OF MINIMAL FLOOD POTENTIAL.

SOIL MAP OF SUBJECT PROPERTY



SUMMARY OF SOILS AT THE SUBJECT PROPERTY

24	Porch sandy loam	0-2	Well-drained	<p>This very deep, well-drained soil is on gently sloping shoulder slopes and side slopes of ridges. Has moderate water capacity, moderately slow permeability, but does not flood. Has a seasonal high water table at a depth of 2.5 to 5 feet from December thru April. Well suited to cultivated crops, pasture use, growth of hay, slash, loblolly and longleaf pines, and most recreational uses. Suited for most urban uses. Main management concerns are wetness and moderately slow permeability. A subsurface drainage system can help to lower the water table.</p>
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PHOTOGRAPHS OF SUBJECT PROPERTY



Saufley Field Road, subject not in photograph, eastern view



Saufley Field Road, subject not in photograph, western view

PHOTOGRAPHS OF SUBJECT PROPERTY



Physical access to subject property, northern view



Manufactured home on subject site (not appraised) in poor condition, northern view

APPRAISAL PREPARED FOR

Mr. Larry Goodwin, Real Estate Acquisition Supervisor

Escambia County Engineering Department

1190 West Leonard Street

Pensacola, Florida 32504

PROPERTY IDENTIFICATION

Vacant land located at 5650 Saufley Field Road, Pensacola, Escambia County, Florida.

LEGAL DESCRIPTION

A legal description for the subject property was found attached to the latest deed indicated by the assessment records. This deed is a quitclaim deed, which is found within the Escambia County public records at OR Book 4681, Page 281. A copy of the deed is presented within the addenda. We relied upon the legal description in order to define the subject's site area and site boundaries.

Additionally, we assume the subject benefits from an ingress/egress easement, extending north from Saufley Field Road along the western border of the southern two properties separating the subject from the aforementioned public right-of-way. This easement is 15' wide and is approximately 875' in length.

DATE OF VALUE OPINION

August 13, 2010, being the last date of inspection.

DATE OF REPORT

August 18, 2010

FUNCTION AND INTENDED USER OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client, Escambia County Board of County Commissioners, with the acquisition of the subject property for storm water retention purposes.

SCOPE & EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with its intended use. For this appraisal assignment, the subject property was identified by a legal description found attached to the most recent deed of record (Ref: OR Book 6481, Page 281). Primary data concerning the region, neighborhood and the subject property was obtained through discussions with city and county government officials, i.e. the County Property Appraiser, County Planning and Zoning Departments, County Public Records, County Tax Collector, County GIS and aerial maps, flood maps and local utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis.

For this summary appraisal report, the data collection process included inspection and observation of the physical characteristics of the site, photographing of the site, and inspecting the surrounding neighborhood. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the previous 2-year period before the effective date of the appraisal. The search for comparable sales data was limited to the subject's immediate neighborhood, with the most emphasis placed on the general areas proximate to the property. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

It is our opinion that the sales comparison approach is sufficient to produce a credible value opinion in light of the intended use of the appraisal. This report is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The cost and income approaches are not relevant because this is an appraisal of vacant land.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

EXPOSURE TIME

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property. We are also considering in value the benefit to the subject property that would accrue by virtue of an easement for ingress and egress. An easement is an interest in real property that conveys use, but not ownership. We are assuming the subject property benefits from such an easement because this is the current access mode; however, we could find no recorded evidence of any such easement. Any reader is advised to insure that proper legal access is in existence prior to reliance upon this appraisal report.

ZONING, LAND USE PLAN, CONCURRENCY

The property lies outside the city limits of Pensacola, Florida, and is within the zoning jurisdiction of Escambia County, Florida. According to County Planning and Zoning, the property is subject to the R-R, Rural Residential District (cumulative, low density) zoning classification. The purpose of the R-R district is quoted from the ordinance as follows:

6.05.02. RR rural residential district (cumulative), low density.

A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
2. Any use permitted in the preceding district except as noted below.

C. *Conditional uses.*

1. Public riding stables.
2. Kennels.
3. Animal hospitals and veterinary clinics.
4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
5. Home occupations with employees.
6. Shooting ranges, gun and rifle clubs, etc.
7. Country clubs, golf courses and tennis clubs.
8. Any conditional use permitted in the preceding district, except antenna towers.
9. Guest residence for medical care.
10. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).
11. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Any use prohibited in the AG district.
2. Commercial communication towers.
3. Junkyards, salvage yards, and waste tire processing facilities.

E. *Site and building requirements.*

1. *Lot area, minimum.*

Single-family dwelling . . . 1/2 acre
Horses and private stables . . . 2 acres
Campgrounds . . . 5 acres

Place of worship . . . 1 acre

Educational facilities . . . 1 acre

Kennels . . . 2 acres

Keeping of farm animals . . . 2 acres

2. *Lot coverage.* At least 20 percent of each lot or parcel shall remain pervious (80 percent maximum impervious cover ratio).

3. *Lot width.* The minimum lot width at the front building line shall be 100 feet and 80 feet at the street right-of-way. Every cul-de-sac shall have a minimum of 40 feet at the street right-of-way.

4. *Front yard.* There shall be a front yard having a depth of not less than 40 feet.

5. *Rear yard.* The minimum rear yard shall not be less than 40 feet in depth. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.

6. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line, however, required side yards need not exceed 15 feet on each side. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision (article 7) of this Code or 40 feet, whichever is greater.

7. *Private stables or other structures for housing (sheltering) farm animals.* No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit.

F. *Landscaping.* See section 7.01.00.

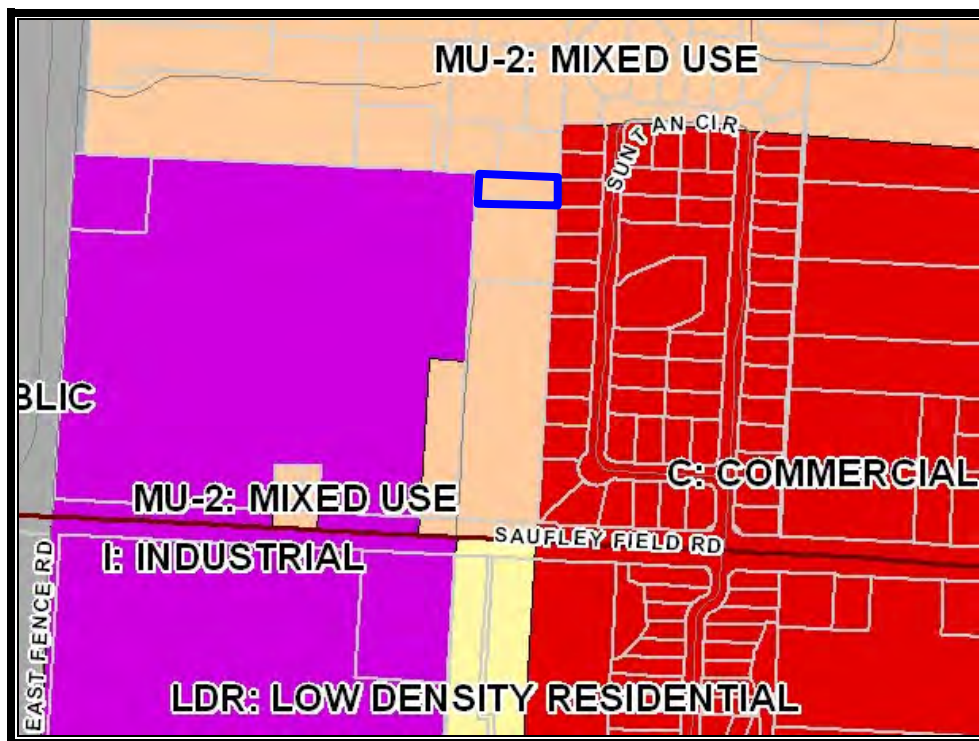
G. *Signs.* See article 8.

A copy of the County zoning map including the subject is presented below:



Because the subject property is currently occupied with a manufactured home and has been the homestead of the previous owner for many years, **we make the assumption that the subject site can continue to be used for residential purposes despite its small size.** If this assumption is incorrect, this appraisal will be void and/or subject to revision.

Future Land Use - The subject parcel is located in the MU-2, Mixed Use future land use designation. This designation allows for single-family dwellings and is consistent with the R-R zoning classification. A copy of the County future land use map is presented below:



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

ASSESSMENT AND TAXES

The property is assessed by the Escambia County Property Appraiser's Office under Parcel ID No.381S313305000003. The subject is assessed to Annie Bell Johnson c/o Michael Johnson, whose mailing address is 5654 Saufley Field Road, Pensacola, Florida, 32526. The 2010 assessed value indicated by the property appraiser's office was \$12,658, with \$9,025 allocated to the land, and \$3,633 allocated to improvements. According to the Escambia County Tax Collectors office, the year 2009 gross tax liability was \$150.00.

HISTORY OF PROPERTY

According to the Escambia County Property Appraiser's assessment data, the most recent transactions related to the subject property is indicated by four quit claim deeds dated from December 4, 2000 to January 30, 2001, which are recorded within the public records of Escambia County, Florida. These deeds are referenced as OR Book 4681, Pages 281, 282, 283, and 284, copies of which are contained in the addenda. The owner informs us that these transactions were between family members and the grantee for each is the current owner of public record. These deeds appear to be an effort to clear title. We could not located any deeds prior to the aforementioned quit claim deeds, and have been informed by the owner that the subject property has been in the same family for more than 50 years.

We are not aware of any current pending sales, listings, leases, or pertinent historical transactions within the past five years related to the subject property.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

NEIGHBORHOOD DATA

The neighborhood is defined by the following boundaries: the state of Alabama to the west, Interstate 10 to the north, Pace Boulevard to the east, and Highway 98 to the south. The general area is comprised of mostly medium density residential usage with supportive commercial development along busier roadways, mainly Mobile Highway (U.S. Highway 90). Generally, as one progresses west, densities decrease. The northwest side of Pensacola as a whole has experienced a significant amount of new growth in recent years in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental). The most-dense development in the subject neighborhood is located along Mobile Highway approximately 1.5-miles to the east. The intersection of U.S. 90 and Pine Forest Road, roughly 1.5-miles northeast of the appraised property, appears to be the central point of the westerly growth.

The subject property is located along the north side of Saufley Field Road, just west of its intersection with North Blue Angel Parkway. This location is approximately 1.5 miles west of the intersection of Saufley Field Road and Mobile Highway. This is a major intersection within the general neighborhood exhibiting much commercial development with business that include a Winn Dixie shopping center, an Albertson's shopping center, several fast food restaurants, a CVS pharmacy, Advanced Auto Parts store, Waffle House, gas stations, and several other service oriented facilities and businesses.

Saufley Field Road is an extension of Michigan Avenue to the east of Mobile Highway. Michigan Avenue exhibits more intense commercial activity, which diminishes as one travels westward across Mobile Highway and on to the west of the subject property. The subject's immediate area has seen much new growth in recent years, much of which is stemmed from this nearby intersection. Due to the downturn in the economy, we have observed a stagnant commercial market in this neighborhood with little new development since early 2009.

Recreation activities such as fishing, boating, canoeing, hiking, camping, horseback riding and other outdoor related activities are immediately available; while dining, theater productions, Gulf fishing and swimming, et al, are approximately ten miles toward the local population centers of Pensacola. The Gulf of Mexico beaches are approximately 3/4 hour south.

The immediate area is comprised of a mix of older residential homes on larger lots and several newer developments surrounding. Within the subject's immediate area we see several older residential homes which do not appear to be governed by any residential restrictions other than those implemented by the County. Residential homes within this area were mostly constructed between 1950 and 1980, with some being built as early as 1918 and others more recently constructed or renovated. Some mobile homes are also scattered about the area.

In summary, we observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already over supplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.

DESCRIPTION OF THE SUBJECT PROPERTY

The site has a rectangle shape and contains approximately 0.38 acres (16,553 SF, more or less) of site area. The site appears mostly level and is wooded at its borders. Utilities available to the site include public water, electric and telephone services, which are all run down the assumed access easement. The owner confirms that the subject is currently served by a septic tank, which is common in this area. The site has physical access from Saufley Field Road by crossing two properties to the south; however, there is no recorded easement to the subject property (confirmed by the owner of the subject property). The subject property and the southern adjacent property are held by the same owner; therefore, **we make the assumption that the subject has access via ingress/egress easement across the property to its south and rely upon this assumption in our valuation of the subject property.** This easement is not only for ingress/egress, but also for the provision of utilities.

Drainage at the site appeared to be adequate at the time of inspection. Soils on site are comprised of porch sandy loam (0-2% slopes), which is well-drained and conducive for development. Additionally, observation of improvements in the immediate vicinity of the subject on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in residential areas within the general area. A copy of the County soil map including the subject was previously presented within the exhibits section of this report.

The Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 12033C0355G, dated September 29, 2006, indicates that the subject property is located within Flood Zone X, which is an area of minimal flood probability. A copy of the flood map was previously presented within the exhibits section of this report.

The subject site is adjacent to the Saufley Field dirt pit that was recently acquired by Escambia County. The dirt pit is no longer in use. Because the border between the subject site and this dirt pit is heavily wooded, we believe there to be no adverse effect on market value due the presence of the dirt pit.

In summary, we see the subject site as being suited for residential uses. We are not aware of any easements or encroachments that adversely impact the subject property.

Improvements – There is an older, manufactured home in poor condition that has not been inhabited for two years that we consider to be personal property and give no consideration in this appraisal analysis.

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Permissible Uses: The subject site is within the R-R, Rural Residential District zoning classification implemented by Escambia County. According to the land development code for the R-R district, single-family residential structures and manufactured housing is allowed to a maximum density of two dwellings per acre. Development of the site for residential use is a legally permissible use.

Physically Possible Uses: The subject has a site area of 0.38 acres, which can accommodate one single family use. The site appears mostly level. Soils are comprised of porch sandy loam (0-2% slopes), which is well-drained and conducive for development. Further, flood mapping indicates the site is within Flood Zone X, an area of minimal flood potential. Observation of improvements on the subject and in the immediate vicinity on sites with the same soil as the subject would indicate that there is sufficient soil-bearing capacity to support most improvements typically found in

residential areas within the general area. This property benefits from no frontage on any type of public or private road. No legal access presently exists for the subject; however, the subject has good physical access from the Saufley Field Road, which is in the form of a gravel strip, 15'-wide ingress/egress easement that is to the benefit of the southern adjacent property. The purchaser of the property would have to negotiate with the current owner of the southern adjacent property to allow deeded ingress/egress over their land to gain legal access from Saufley Field Road. As the same owner owns both parcels, we believe the likelihood that the subject would be granted legal access to be good. The property could also be logically assembled with an adjoining property by which it could gain enhanced functional utility. Based upon the physical characteristics, as well as the restrictions previously cited, we see no other physically possible use for the subject site other than for single-family residential use or for assemblage.

Financially Feasible Uses: The subject site is of a slightly smaller than typical size for a home site not within a planned residential subdivision. As previously mentioned within the neighborhood section of this report, we see that the market has been in decline, sales have been slow, and building costs are high. Considering the previous legally permissible and physically possible uses deemed suitable for the subject site, we believe a single-family use such as for a manufactured home in accordance with the surrounding residential neighborhood or assemblage with an adjacent site to be financially feasible uses of the subject property "as vacant". However, we believe that it would be best to hold the site speculatively until the market improves.

Maximally Productive Use: The most productive use of the subject's vacant site is to hold the site for future development with a single-family residential use when the market improves or for assemblage purposes.

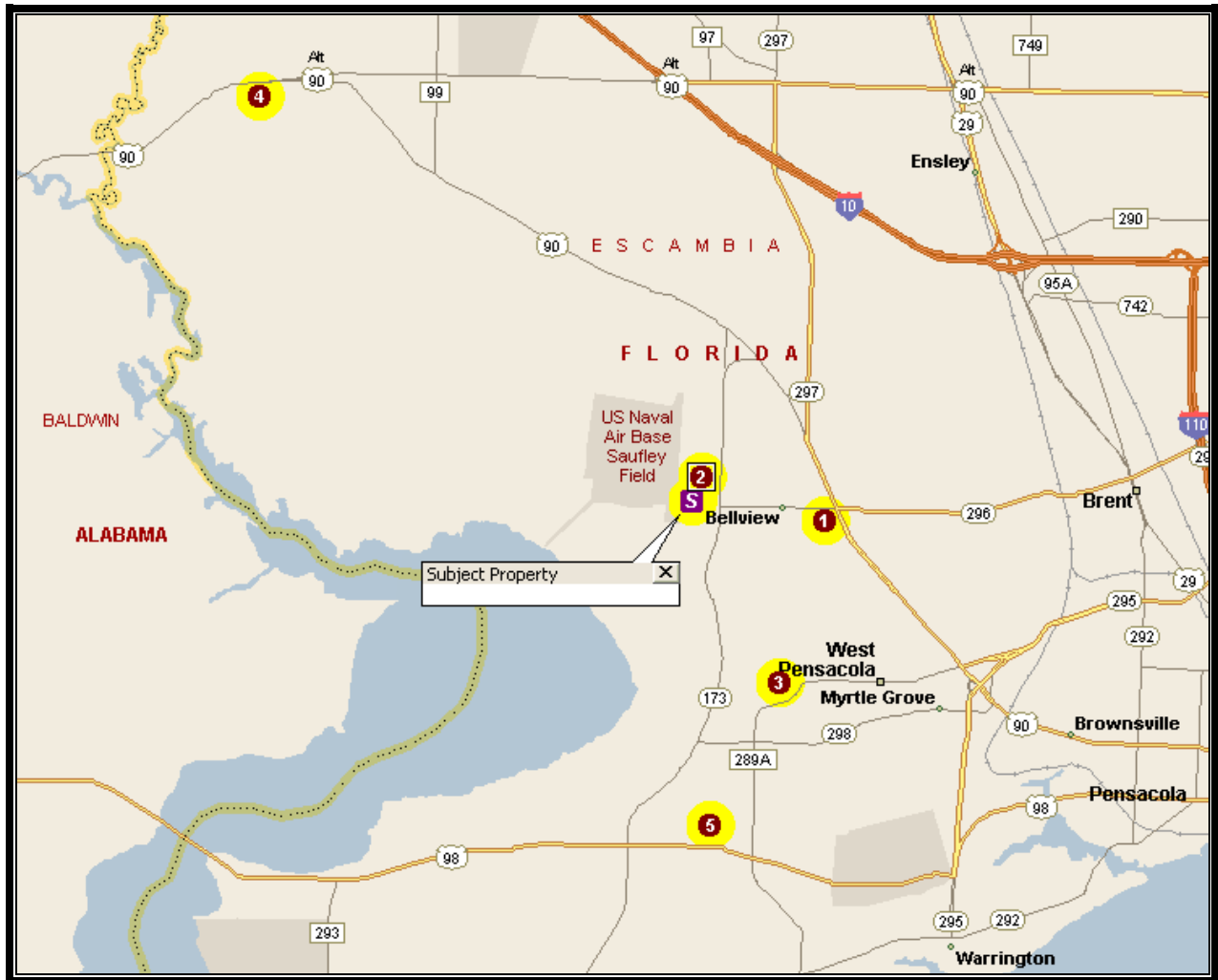
APPROACHES TO VALUE

For this appraisal analysis, we are employing the Sales Comparison Approach to value the subject property. The Cost Approach lacks relevance due to rising construction costs and dated age of the improvements. Therefore, we do not employ this approach in our valuation of the subject property. Furthermore, the income approach also lacks relevance, because properties of this degree are rarely rented. With this in mind, we proceed with the Sales Comparison approach.

LAND VALUATION

The Sales Comparison Approach is employed for valuation of the subject land. We have located several sales that provide for comparison to the subject parcel. The land sales deemed the most comparable are described within the respective sale data sheets on the following pages. On a subsequent page is a Land Sales Comparison grid that summarizes characteristics of the subject site, the comparable sales and adjustments made by the appraiser to arrive at a value for the subject site. With this in mind, we proceed with the presentation of the sale data sheets for the selected comparable sales.

LOCATION MAP OF SUBJECT AND COMPARABLES



Land Sale No. 1

Property Identification

Record ID 4507
Property Type Acreage, Vacant Residential Land
Property Name Vacant Residential
Address 5923 Hobson Lane, Pensacola, Escambia County, Florida
32526
Location SS of Saufley Field Rd
Tax ID 012S312200000003
Date Inspected 08/16/2010

Sale Data

Grantor Compass Bank
Grantee Brian D. Murley
Sale Date April 16, 2010
Deed Book/Page 6586, 797
Property Rights Fee Simple
Marketing Time 62 days
Conditions of Sale Arm's Length, Foreclosure
Financing Cash to seller
Sale History None in previous ten years
Verification Linda Pinson, Listing Agent; 850-712-8656, August 16, 2010;
Other sources: MLS#387956, Public Records, Confirmed by
David Singleton

Sale Price \$6,500

Land Data

Zoning R-2
Topography Level, cleared, dry
Utilities no public sewer
Dimensions 125 x 350
Shape Rectangle
Highest & Best Use Residential Use

Land Data

Encumbrances None noted

Land Size Information

Gross Land Size 0.964 Acres or 42,000 SF
Front Footage 125 ft Hobson, unpaved

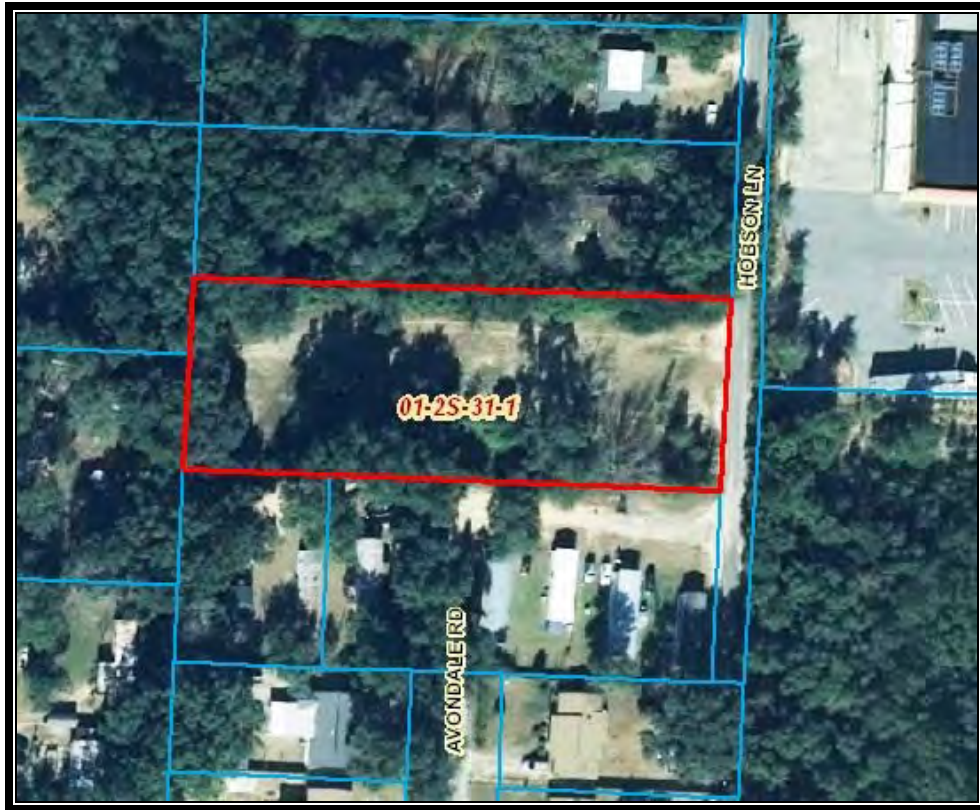
Indicators

Sale Price/Gross Acre \$6,741
Sale Price/Lot \$6,500

Remarks

This is the sale of a vacant parcel of land located along the west side of Hobson Road, which is south of Saufley Field Road in west Pensacola. The street is an unpaved county maintained road. The site is cleared. The site does not benefit from public sewer service; however, septic tank usage is common in this area. The listing agent believes there was approximately a \$1,500, or roughly 20%, discount due to the distressed nature of this sale.

AERIAL PHOTOGRAPH OF LAND SALE NO. 1



Land Sale No. 2

Property Identification

Record ID 4498
Property Type Residential Lot, Vacant Residential Lot
Property Name Vacant Residential Lot
Address Lot 3, Fence Road, Pensacola, Escambia County, Florida 32526
Tax ID 381S313203001004
Date Inspected 08/13/2010

Sale Data

Grantor Coastwide Capital Management LLC
Grantee Erika B. Barragan & Jorge A. Ortiz
Sale Date July 24, 2008
Deed Book/Page 6359, 1981
Property Rights Fee Simple
Marketing Time 106 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None
Verification Pete Morgan, Listing Agent; 850-516-0346, August 13, 2010;
Other sources: MLS#347498, Public records, Confirmed by
David Singleton

Sale Price \$13,000

Land Data

Zoning RR, Rural Residential
Topography Level, wooded, dry
Utilities No public sewer
Shape Irregular
Highest & Best Use Residential development
Encumbrances None noted

Land Size Information

Gross Land Size 1.110 Acres or 48,352 SF
Front Footage Easement

Indicators

Sale Price/Gross Acre \$11,712
Sale Price/Lot \$13,000

Remarks

This is the sale of residential land located in western Pensacola. This property is accessed via a deeded easement from East Fence Road. At the time of purchase there was an older mobile home on the site, however, there was no value given by the buyers. This site does not have access to public sewer; however, septic tank usage is common in this neighborhood. Several other parcels use the access easement.

AERIAL PHOTOGRAPH OF LAND SALE NO. 2



Land Sale No. 3

Property Identification

Record ID 4505
Property Type Vacant Residential lot, Residential
Property Name Vacant Residential Land
Address 1500 Blk 77th Ave, Pensacola, Escambia County, Florida 32506
Location Southwest corner of 77th and Pontiac Drive
Tax ID 372S314101010002

Sale Data

Grantor Sandra E. Corsi
Grantee John F. Chapman
Sale Date April 03, 2008
Deed Book/Page 6323,20
Property Rights Fee Simple
Marketing Time 200 days
Conditions of Sale Arm's Length
Financing Cash to seller
Sale History None in previous ten years
Verification Denise Kinne, Listing Agent; 850-501-9888, August 16, 2010;
Other sources: MLS#335745, Public records, Confirmed by
David Singleton

Sale Price \$12,000

Land Data

Zoning R-3
Topography Generally level, wooded, dry
Utilities No public sewer
Dimensions 100.64 X 156.63 x 100 x 150
Shape Rectangular
Highest & Best Use Residential development
Encumbrances None noted

Land Size Information

Gross Land Size 0.360 Acres or 15,682 SF
Front Footage 100 ft 77th Ave;150 ft Pontiac Drive

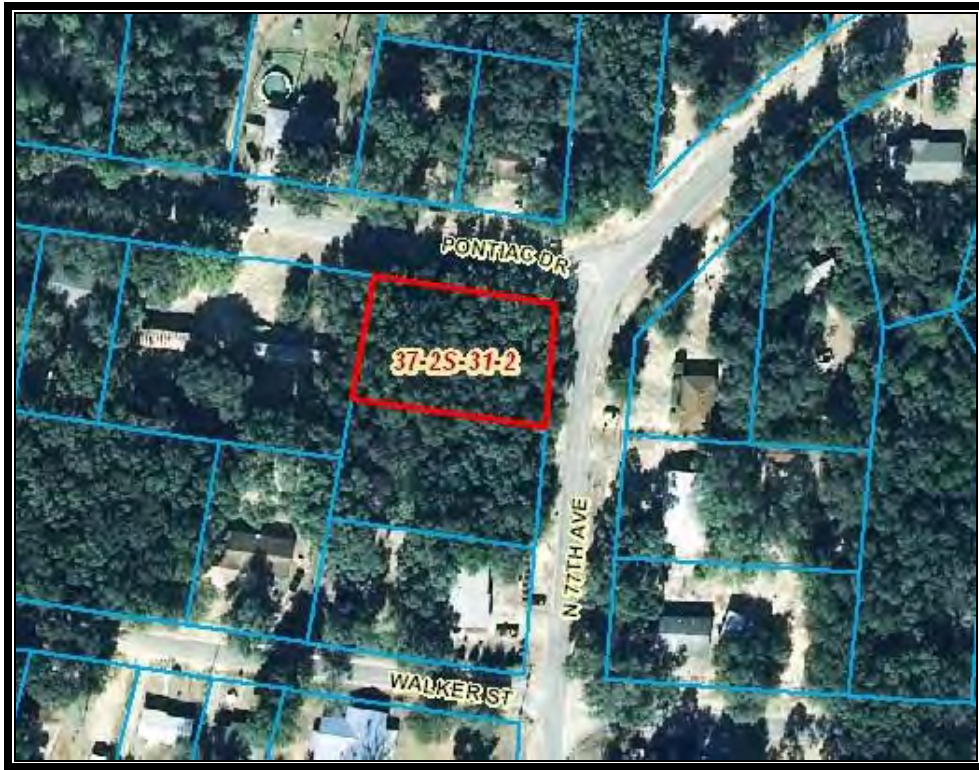
Indicators

Sale Price/Gross Acre \$33,333
Sale Price/Lot \$12,000

Remarks

This is the sale of a vacant tract of land located at the southwestern corner of N. 77th Avenue and Pontiac Drive, north of Fairfield Drive in west Pensacola. The site does not benefit from access to public sewer. The site is somewhat wooded with underbrush. In the vicinity of this site we see a mix of residential uses including manufactured and site built homes.

AERIAL PHOTOGRAPH OF LAND SALE NO. 3



Pending Land Sale No. 4

Property Identification

Record ID	4506
Property Type	Vacant Residential Land, Acreage
Property Name	Vacant Residential
Address	Western Way, Pensacola, Escambia County, Florida 32526
Location	South of Mobile Hwy
Tax ID	111S321000002018
Present Use	Vacant

Sale Data

Grantor	Mary Adkison
Grantee	Not disclosed
Closing Date	August 30, 2010 projected closing date
Property Rights	Fee Simple
Marketing Time	170 days
Conditions of Sale	Arm's Length
Financing	Cash to seller
Sale History	None in previous ten years
Verification	Jaime Granat, Listing Agent; 850-982-4319, August 18, 2010; Other sources: MLS#384216, Public Records, Confirmed by David Singleton

Contract Price	\$18,500
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Land Data

Zoning	R-R
Topography	Generally level, dry
Utilities	No public sewer
Dimensions	220 x 187
Shape	Rectangle
Highest & Best Use	Residential development
Encumbrances	None noted

Land Size Information

Gross Land Size	0.860 Acres or 37,462 SF
Front Footage	220 ft Western Way Drive

Indicators

Sale Price/Gross Acre	\$21,512
Sale Price/Lot	\$18,500

Remarks

This is the pending sale of a piece of land containing some 0.86 acres located along Western Way Drive, which is south of Mobile Highway in western Pensacola. The listing agent tells us that the contract was accepted on 7/22/2010 at a price of \$18,500. The projected closing date is 08/30/2010. The buyers are purchasing the land for use as a manufactured home site. The site does not benefit from access to public utilities. The site is generally level and densely wooded. The site fronts on a paved road.

AERIAL PHOTOGRAPH OF PENDING LAND SALE NO. 4



Land Listing No. 5

Property Identification

Record ID 4503
Property Type Vacant acreage, Vacant Residential Lot
Property Name Vacant Land
Address 8450 Mier Henry Road, Pensacola, Escambia County, Florida
32526
Location NS of Rd, west of Crow Rd
Tax ID 19-2S-31-3106-000-000
Date Inspected 08/16/2010
Present Use Vacant Land

Sale Data

Grantor Jeremy S. Waller
Survey Date August 16, 2010
Property Rights Fee Simple
Marketing Time 17 days
Conditions of Sale Arm's Length
Financing All available
Sale History 04/2006; OR Book 5893, P 939; \$12,500; WD
Verification Sonya Davis, Listing Agent; 850-384-2497, August 18, 2010;
Other sources: MLS#394606, Public Records, Confirmed by
David Singleton

Listing Price \$17,000

Land Data

Zoning R-4
Topography Level, dry
Utilities No public sewer
Dimensions 104 x 353
Shape Rectangle
Highest & Best Use Residential development
Encumbrances None noted

Land Data

Land Size Information

Gross Land Size 0.840 Acres or 36,590 SF
Front Footage 104 ft Mier Henry Road

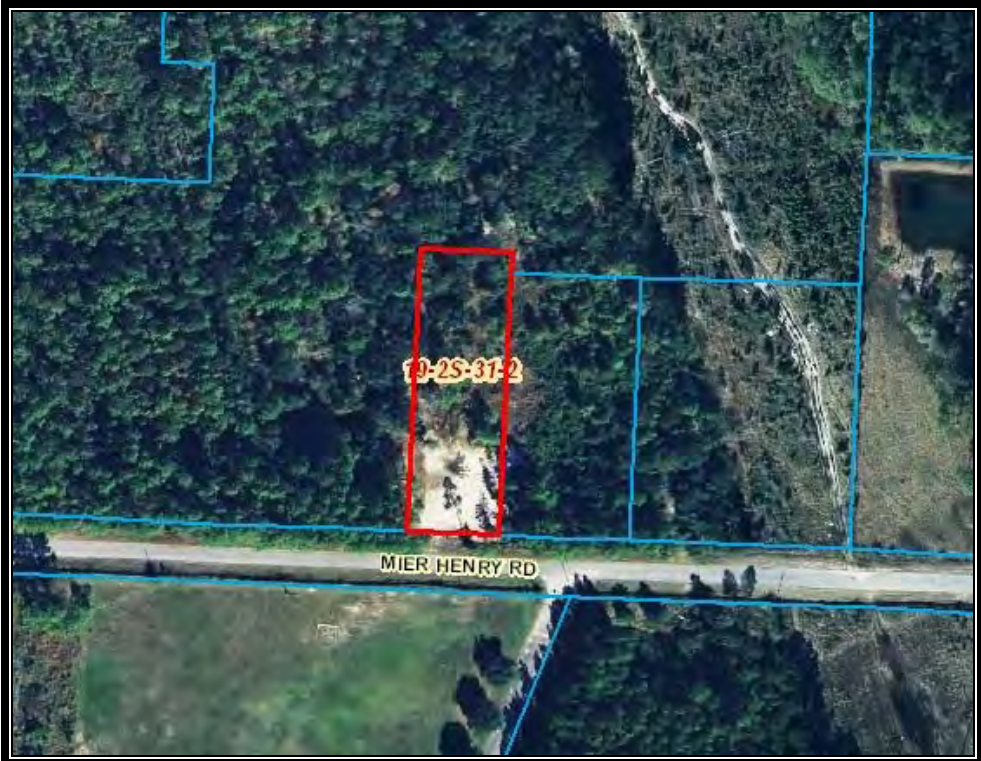
Indicators

Sale Price/Gross Acre \$22,368
Sale Price/Lot \$17,000

Remarks

This is the listing of a vacant site located along the north side of Mier Henry Road, just west of Crow Road in west Pensacola. This property does not benefit from close proximity to public sewer; however, septic tanks are common in this area. There is little development in the immediate proximity of this site.

AERIAL PHOTOGRAPH OF LAND LISTING NO. 5



The above described comparables are organized in the following grid to facilitate comparison with the subject and to provide structure for our adjustment process.

LAND SALES COMPARISON GRID										
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		PENDING LAND SALE 4		LAND LISTING 5
Location	Saufley Field Rd.	Hobson Lane		Fence Road		77th Avenue		Western Way		Mier Henry Road
Proximity to Subj	N/A	1.5 Miles SE		250 Feet N		2.25 Miles SE		7 Miles NW		3.75 Miles S
Sales Price	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Site Area (SF)	16,553	42,000		48,352		15,682		37,462		36,590
Price/Lot	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Property Rights	Fee Simple	Similar		Similar		Similar		Similar		Similar
Adj Price/Lot	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Financing	Cash/Equiv	Similar		Similar		Similar		Similar		Similar
Adj Price/Lot	N/A	\$6,500		\$13,000		\$12,000		\$18,500		\$17,000
Conditions of Sale	Arm's Length	Foreclosure	20%	Similar		Similar		Similar		Negotiations -20%
Adj Price/Lot	N/A	\$7,800		\$13,000		\$12,000		\$18,500		\$13,600
Buyer Expenditures	None	Similar		Similar		Similar		Similar		Similar
Adj Price/Lot	N/A	\$7,800		\$13,000		\$12,000		\$18,500		\$13,600
Time/Mkt Conditions	Aug-10	Apr-10		Jul-08	-15%	Apr-08	-15%	Pending		Current
Adj Price/Lot	N/A	\$7,800		\$11,050		\$10,200		\$18,500		\$13,600
Location	Saufley Field Rd.	Similar		Similar		Similar		Similar		Similar
Site Area (SF)	16,553	42,000	-5%	48,352	-5%	15,682		37,462	-5%	36,590 -5%
Access	Easement	Unpaved		Easement		Paved	-20%	Paved	-20%	Paved -20%
Zoning	R-R, Residential	R-2, Residential	-5%	R-R, Residential		R-3, Residential	-5%	R-R, Residential		R-4, Residential -5%
Utilities	No public sewer	No public sewer		No public sewer		No public sewer		No public sewer		No public sewer
Topography	Level, Typ Soils	Similar		Similar		Similar		Similar		Similar
Net Phys Adj %	N/A		-10%		-5%		-25%		-25%	-30%
Adj Value/Lot		\$7,020		\$10,498		\$7,650		\$13,875		\$9,520

Unit of Comparison – A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of "Price Per Lot". We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, three of the comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. Comparable 1 was a foreclosed sale, for which we apply a positive adjustment to account for the estimated discount due to its distressed nature. Comparable 1 is used due to its close proximity to the subject and because it is a recent

transaction. Comparable 5 is an active listing and is adjusted negatively to account for the anticipated difference between list price and eventual sales price.

Buyer Expenditures – The selected comparable sales did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary for these comparables.

Time/Market Conditions - The market had declined from 2006-2008 but has been more level since 2009. Comparable sale 1 occurred in 2010 and the market has remained relatively flat during this period. Thus, no adjustments were applied to these sales for time/market differences. Comparable sales 2 and 3 occurred in 2008, and the market has declined since this date. Thus, we applied negative adjustments to these sales.

Location - Location is an important component of a property's value. The subject property is located within an area of low to medium densities of a mix of single-family dwellings, manufactured homes, and vacant land. All of the comparables are located in similar areas, thus, no adjustments are necessary for location differences.

Site Area – The subject site contains 16,553 SF (+/-), and is being compared to properties varying in size from 15,682 SF to 48,352 SF. Adjustments are applied as necessary to account for differences in site area, with larger lots being more desirable due to increased utility.

Access – This category recognizes differences for access. We make the assumption in this analysis that the subject has access via an unpaved, gravel ingress/egress easement. Two of the comparables are similarly accessed via an easement or an unpaved road. Three of the comparables are accessed via frontage along paved roadways, thus, we apply negative adjustments for this more desirable feature.

Zoning – The subject is located within the R-R zoning district. Two comparables are similarly located in an R-R district. Three comparables are located within more favorable zoning districts, thus, we apply negative adjustments to those comparables.

Utilities – All necessary utilities are available to the subject and all of the comparables except sewer service, and no adjustment was necessary for differences in utilities.

Topography - The subject land and all of the comparables are basically level and have typical sandy soils; no adjustments required.

Summary and Land Value Opinion: The comparable indicate an adjusted unit value range of from \$7,020/lot to \$13,875/lot, with a mean of \$9,713/lot. All of the comparables are good indicators of value for different elements of comparison. With some weight on each, we reconcile at a rounded \$10,000 for the subject site.

FINAL VALUE OPINION

\$10,000

TEN THOUSAND DOLLARS

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certif. that we have not appraised this property within the previous three years.

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289

D. Singleton

David C. Singleton
Registered Trainee Appraiser
Florida RI23431

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990. Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have serve extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Attorneys: Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasely, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Advanced Appraisal Review Supervisor and Trainee Appraiser	06/10	17	Florida Department of Transportation
USPAP Update and Core Law	06/10	3	Florida Department of Transportation
Aviation Valuation	06/10	7/3	Florida Department of Transportation
USPAP Update and Core Law	01/09	2	Pensacola Regional Airport
Supervisor & Trainee Rules & Roles	04/08	7/3	Florida Department of Transportation
Advanced Appraisal Review	04/08	3	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	04/08	17	Florida Department of Transportation
Valuation of Conservation Easements	03/08	06	Dept. of Environmental Protection
Using the HP12C Calculator	01/08	31	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	11/06	07	Appraisal Institute
National USPAP	08/06	40	University of St. Thomas
Florida Laws & Regulations	04/06	07	McKissock
Advanced Appraisal Topics	04/06	03	McKissock
Business Practices & Ethics	01/06	40	University of St. Thomas
Statistical Analysis for Appraisal	12/05	08	Appraisal Institute
USPAP	08/05	40	University of St. Thomas
Legal Issues in Valuation	10/04	07	McKissock
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	08/04	40	University of St. Thomas
Timberland Appraisal Methods	03/04	16	Appraisal Institute
Florida State Law for Real Estate Appraisers	02/04	12	Appraisal Institute
Effective Appraisal Writing	11/03	03	Appraisal Institute
USPAP	08/03	07	Appraisal Institute
Communicating the Appraisal	11/02	04	Bert Rodgers
	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

DAVID C. SINGLETON

EDUCATION:

Presently pursuing Masters at University of South Alabama

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute

EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

- ECONOMIC FORCES
- SOCIAL FORCES
- GOVERNMENTAL FORCES
- ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.²

² *NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)*

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Eglin Air Force Base, resulting in a net gain of 2,200 jobs. Eglin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land

and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Eglin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing

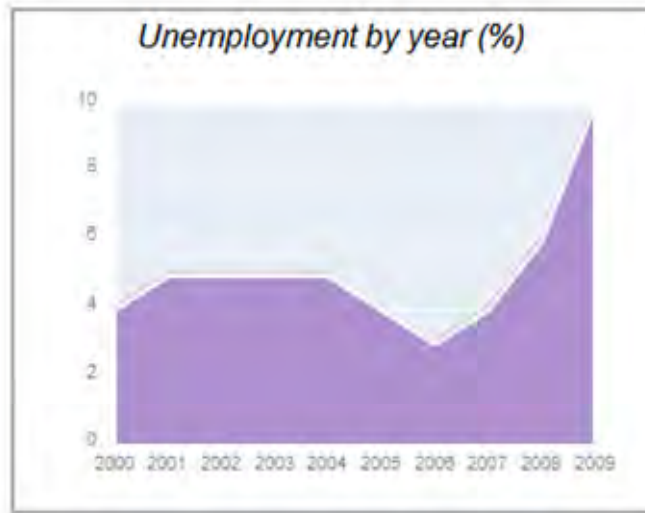
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

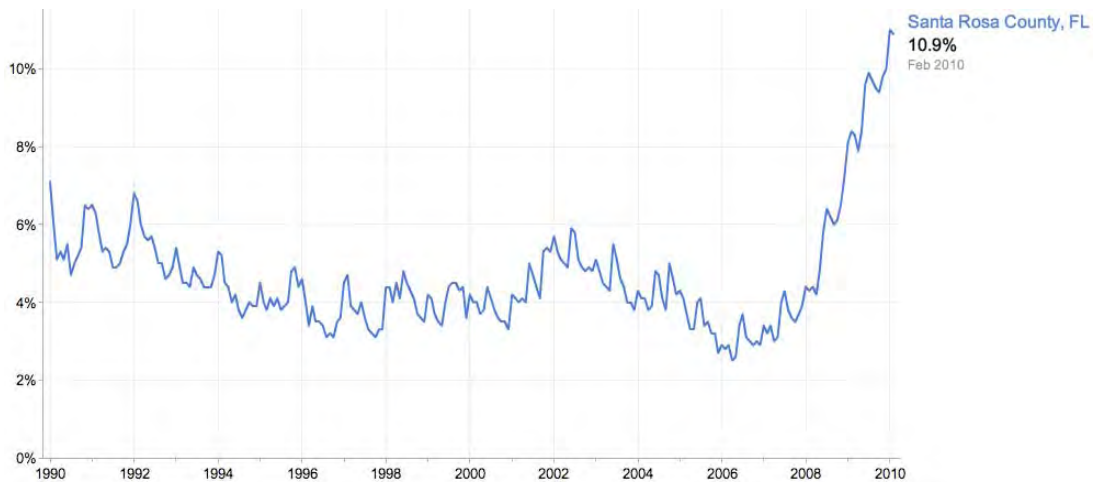
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

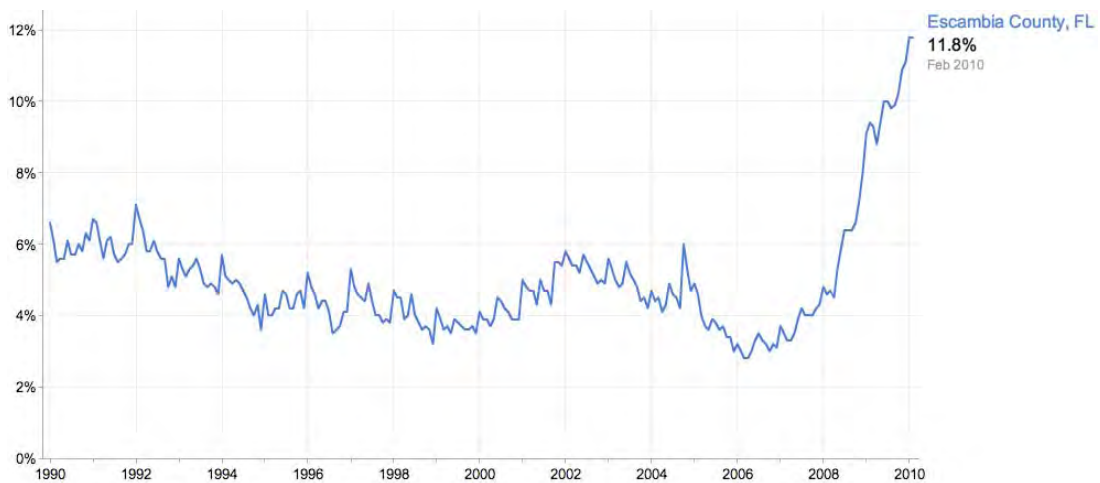
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa Count over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a

whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.³

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

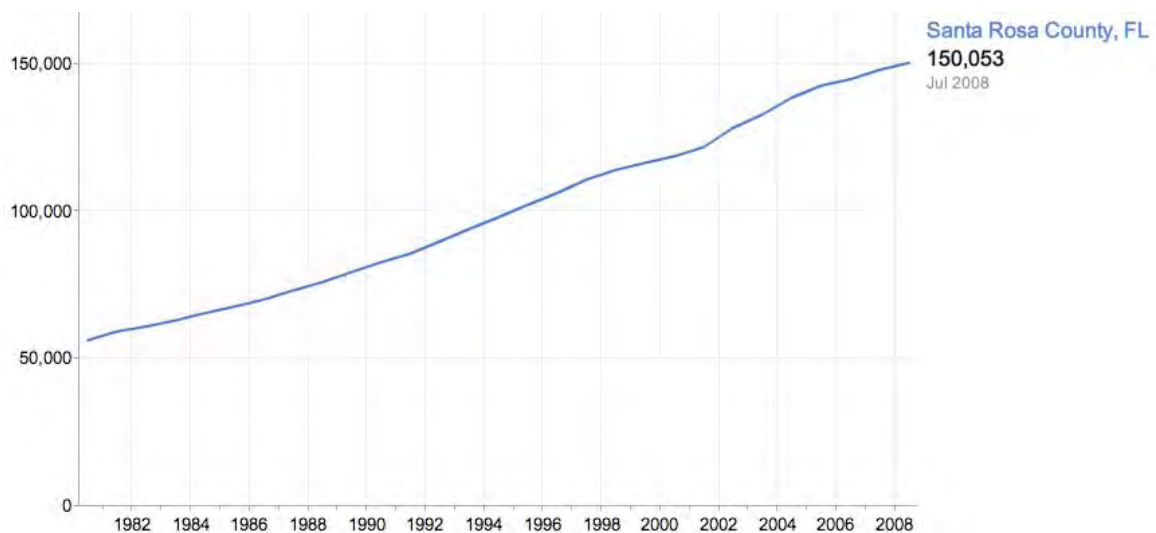
Population in the Pensacola MSA (2005-2009)

<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

Population Increase Rates from 2005 – 2009:

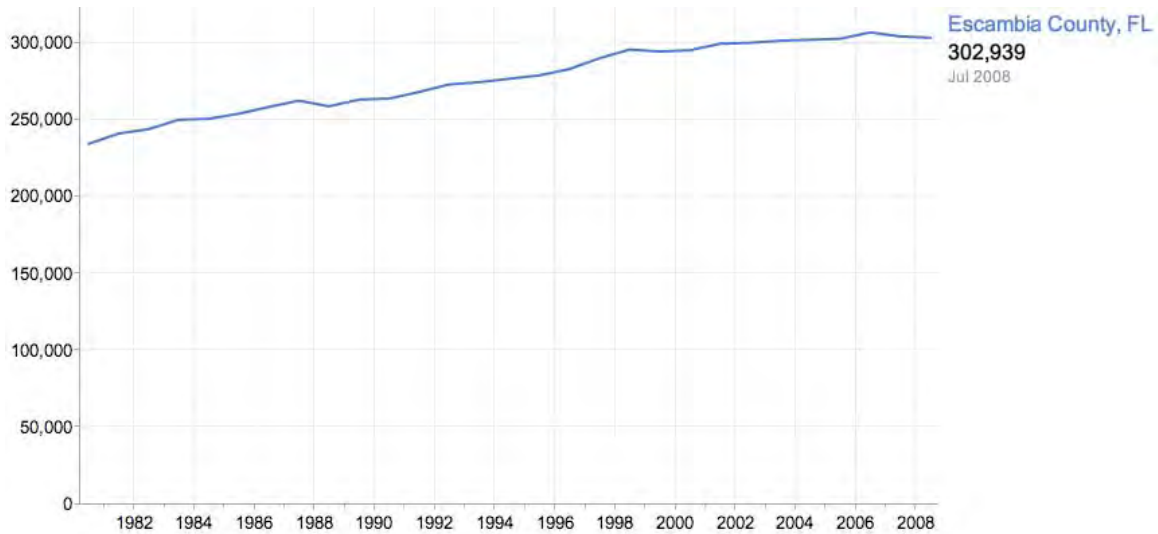
	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



³ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development ³
Housing Affordability, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

Demographic Estimates		Santa Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating

revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of

these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

SUBJECT DATA

Janet Holley

Ad Valorem Taxes and Non-Ad Valorem Assessments

Escambia County Tax Collector

REAL ESTATE 2009 145153

Account Number	Payor	Exemptions	Taxable Value	Millage Code
09-1770-000		See Below	See Below	06

JOHNSON ANNIE BELL
5650 SAUFLEY FIELD RD
PENSACOLA FL 32526

381S31-3305-000-003 5650 SAUFLEY
FIELD RD N 76 FT OF S 990 FT OF E
220 FT OF SW1/4 OF SW1/4 DB 485 P
416 OR 1723 P 482 OR 4681 P
281/282/283/284/ 285/286/287/288

Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	3,412		\$0.00
PUBLIC SCHOOLS				
By Local Board	2.2480	3,412		\$0.00
By State Law	5.6120	3,412		\$0.00
SHERIFF	0.6850	3,412		\$0.00
WATER MANAGEMENT	0.0450	3,412		\$0.00
Total Millage		15.5655	Total Taxes	\$0.00

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$150.00
Total Assessments		\$150.00

Taxes & Assessments		\$150.00
IF PAID BY	Apr 30 2010	May 28 2010
PLEASE PAY	\$0.00	\$0.00

[Back](#)

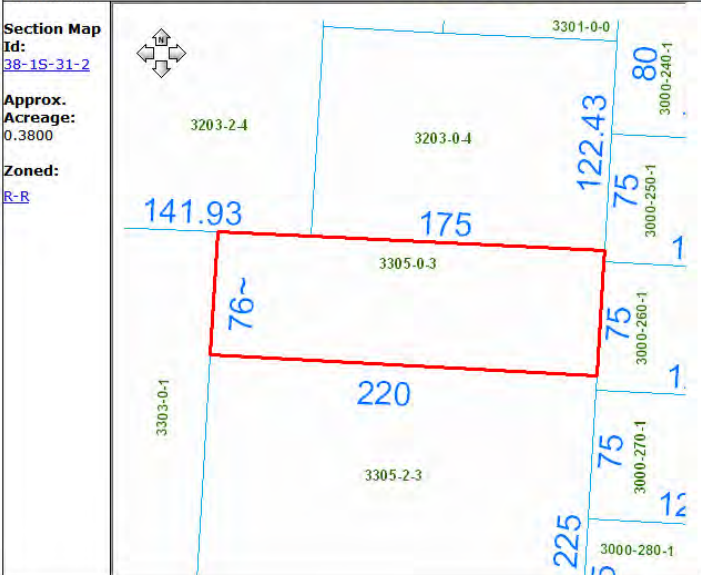
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	3815313305000003	Improvements:	\$3,633
Account:	091770000	Land:	\$9,025
Owners:	JOHNSON ANNIE BELL	Total:	\$12,658
Mail:	C/O MICHAEL JOHNSON 5654 SAUFLEY FIELD RD PENSACOLA, FL 32526	Save Our Homes:	\$0
Situs:	5650 SAUFLEY FIELD RD	Disclaimer	
Use Code:	MOBILE HOME	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
01/2001	4681 281	\$100	QC
01/2001	4681 282	\$100	QC
01/2001	4681 284	\$100	QC
01/2001	4681 283	\$100	QC
View Instr			
View Instr			
View Instr			
View Instr			
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
Legal Description			
N 76 FT OF S 990 FT OF E 220 FT OF SW1/4 OF SW1/4 DB 485 P 416 OR 1723 P 482 OR 4681 P 281/282/283/284/...			
Extra Features			
SCREEN PORCH			

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



Buildings	
Building 1 - Address:5650 SAUFLEY FIELD RD, Year Built: 1980, Effective Year: 1980	
Structural Elements	
MH FLOOR SYSTEM-TYPICAL	
MH EXTERIOR WALL-WOOD SIDING	
NO. PLUMBING FIXTURES-6.00	
DWELLING UNITS-2.00	
MH ROOF FRAMING-GABLE HIP	
MH ROOF COVER-COMP SHINGLE/WOOD	
MH INTERIOR FINISH-PANEL PLYWOOD	
MH FLOOR FINISH-CARPET	
NO. STORIES-1.00	
MH FLOOR FINISH-VINYL	
MH MILLWORK-TYPICAL	
MH HEAT/AIR-HEAT & AIR	
MH STRUCTURAL FRAME-TYPICAL	
Areas - 1370 Total SF	
BASE AREA - 1128	
OPEN PORCH UNF - 98	
UTILITY UNF - 144	
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.

QUIT CLAIM DEED

RAMCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name:
Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr.
Pensacola, Fl. 32526
Property Appraiser Parcel Identification 09-1770-000
Folio Number(s): 38-1S-31-3305-000-003
Grantee(s) S.S. # (s)

OR BK 4681 PG281
Escambia County, Florida
INSTRUMENT 2001-826753

DEED DOC STAMPS PD @ ESC CO \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: *[Signature]*

RCD Mar 28, 2001 04:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826753

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 30th day of January, 2001, by Alfred Johnson, by 2001 2001 2001 Date

first party, to Annie Bell Johnson
whose post office address is 5650 Saufley Field Rd., Pensacola, Fl. 32526,
second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00,
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Escambia, State of Florida, to-wit:

The North 76 feet of the East 220 feet of the South
990 feet (calculated 990.26 feet) of the Southwest
Quarter of the Southwest Quarter of Section 38,
Township 1 South, Range 31 West, Escambia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature (as to First Grantee)

[Signature]
Printed Name

[Signature]
Witness Signature (as to First Grantee)

[Signature]
Printed Name

Witness Signature (as to Co-Creator, if any)

Printed Name

Witness Signature (as to Co-Creator, if any)

Printed Name

Witness Signature (as to Co-Creator, if any)

Printed Name

STATE OF Al

COUNTY OF Hale

[Signature]

[Signature]
Grantor Signature

Alfred Johnson
Printed Name

806 Seay Street
Post Office Address

Greensboro, Al. 36744

Co-Creator Signature, (if any)

Printed Name

Post Office Address

Printed Name

Post Office Address

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

known to me to be the person 1 described in and who executed the foregoing instrument, who acknowledged before me that
executed the same, and an oath was not taken. (Check one: Said person(s) is/are personally known to me. Said person(s) provided the
following type of identification: _____

NOTARY NUMBER STAMP SEAL
[Signature]
My Commission Expires March 18, 2003

Witness my hand and official seal in the County and State last aforesaid
this 30th day of Jan, 2001 Date

[Signature]
Notary Signature

Lisa S Cochran
Printed Name

11
02
95
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QUIT CLAIM DEED

RAMCO FORM 8

Return to: (enclose self addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr. Pensacola, Fl. 32526

Property Appraiser's Parcel Identification 09-1770-000

Folio Number(s): 38-1S-31-3305-000-003

Grantor(s) S.S. # (s)

OR BK 4681 P60282
Escambia County, Florida
INSTRUMENT 2001-826754

DEED DOC STAMPS PD @ ESC CO \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: Ernie Lee Magaha

RCD Mar 28, 2001 04:56 PM
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826754

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 4th day of December 2000, by Genevieve Brown first party, to Annie Bell Johnson whose post office address is 5650 Saufley Field Rd., Pensacola, Florida 32526 second party.

(Whoever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia State of Florida, to-wit:

The North 76 feet of the East 220 feet of the South 990 feet (calculated 990.26 feet) of the Southwest Quarter of the Southwest Quarter of Section 38, Township 1 South, Range 31 West, Escambia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Marilyn Gray
Witness Signature (as to first Grantor)
Marilyn Gray
Printed Name

Donna M Carlos
Witness Signature (as to first Grantor)
Donna M Carlos
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

STATE OF Florida
COUNTY OF Escambia
Genevieve Brown

Genevieve Brown
Grantor Signature
Genevieve Brown
Printed Name

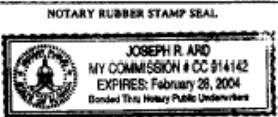
4635 Deerfield Dr.,
Post Office Address
Pensacola, Florida 32526

Co-Grantor Signature, (if any)
Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that executed the same, and an oath was not taken. (Check one:) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification:



Witness my hand and official seal in the County and State last aforesaid this 4th day of December 2000. Notary Signature Joseph R Ard, Printed Name

Office Design, Standard Paper & Printing Co., Inc., 1994

QUIT CLAIM DEED

RANCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name:
Address:

This Instrument Prepared by:

Name: Genevieve Brown
Address: 4635 Deerfield Dr.
Pensacola, Fl. 32526

Property Appraiser Parcel Identification: 09-1770-000
File Number(s): 38-1S-31-3305-000-003
Grantee(s) S.S. # (s)

OR BK 4681 PG0284
Escambia County, Florida
INSTRUMENT 2001-826756

DEED DOC STAMPS PD & ESC CO \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK
By: [Signature]

RCD Mar 28, 2001 04:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826756

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 18th day of December 2000, by
Alma Ward
first party, to Annie Bell Johnson
whose post office address is 5650 Saufley Field Rd., Pensacola, Florida 32526
second party.

(Whoever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the contract so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Escambia, State of Florida, to-wit:

The North 76 feet of the East 220 Feet of the South
990 feet (calculated 990.26 feet) of the Southwest
Quarter of the Southwest Quarter of Section 38,
Township 1 South, Range 31 West, Escambia County, Florida,

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature (as to First Grantor)
CAROL C. GODWIN

[Signature]
Witness Signature (as to First Grantor)
LYNN THOMPSON

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA
Alma Ward

[Signature]
Grantor Signature

Alma Ward
Printed Name

3718 W. Brainard
Post Office Address

Pensacola, Fl. 32505

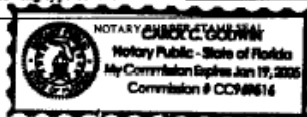
Co-Grantor Signature, (if any)

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that
executed the same, and an oath was not taken. (Check one) [] Said person(s) is/are personally known to me. [] Said person(s) provided the
following type of identification: FLORIDA DRIVER LIC



Witness my hand and official seal in the County and State last aforesaid

this 18th day of December 2000

[Signature]

Notary Signature

Printed Name

Form Design, Service, Paper & Printing Co., Inc. 1994
11 02 95

QUIT CLAIM DEED

RAMCO FORM 8

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Name:

Genevieve Brown
4635 Deerfield Dr.
Pensacola, Fl. 32526

Property Appraiser's Parcel Identification

09-1770-000

Folio Number(s):

38-1S-31-3305-000-003

Granted) S.S. # (s)

DR BK 4681 P80283
Escambia County, Florida
INSTRUMENT 2001-826755

DEED DOC STAMPS PD # ESC CD \$ 0.70
03/28/01 ERNIE LEE MAGAHA, CLERK

By: *Ernie Lee Magaha*
RCD Mar 28, 2001 04:56 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-826755

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 20th day of December 2000, by
Parline Stevens,
first party, to Annie Bell Johnson
whose post office address is 5650 Sauflay Field Rd., Pensacola, Fl. 32526,
second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Escambia State of Florida, to-wit:

The North 76 feet of the East 220 feet of the South
990 feet (calculated 990.26 feet) of the Southwest
Quarter of the Southwest Quarter of Section 38,
Township 1 South, Range 31 West, Escambia County, Florida.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

Conna A Carlos
Witness Signature (as to first Grantor)

Conna A Carlos
Printed Name

Lisa Jansto
Witness Signature (as to first Grantor)

Lisa Jansto
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF Nevada

COUNTY OF Clark

PAULINE STEVENS

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that

executed the same, and an oath was not taken. (Check one) Said person(s) are personally known to me. Said person(s) provided the

following type of identification: NEVADA IDENTIFICATION CARD

Witness my hand and official seal in the County and State last aforesaid

this 20th day of December, 2000

Sharon L. Sisley
Notary Signature

SHARON L. SISLEY
Printed Name

Parline Stevens
Grantor Signature

Parline Stevens
Printed Name

3488 Marden Ave.
Post Office Address

Los Vegas, Nv. 89139

Co-Grantor Signatures, (if any)

Printed Name

Post Office Address

Printed Name

Post Office Address

Printed Name

Post Office Address

Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized

to administer oaths and take acknowledgments, personally appeared

SHE

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that

executed the same, and an oath was not taken. (Check one) Said person(s) are personally known to me. Said person(s) provided the

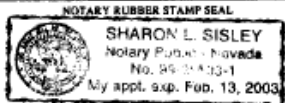
following type of identification: NEVADA IDENTIFICATION CARD

Witness my hand and official seal in the County and State last aforesaid

this 20th day of December, 2000

Sharon L. Sisley
Notary Signature

SHARON L. SISLEY
Printed Name



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BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL. STATE-CERTIFIED GENERAL APPRAISER #2289
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, 020617

BARBARA S. BRANTLEY, CMA
ADMINISTRATOR & FOUNDER

BARBARA M. MURPHY, MAI
FL. STATE-CERTIFIED GENERAL APPRAISER #2289

BRUCE A. BLACK
FL. STATE-CERTIFIED GENERAL APPRAISER #2274

August 12, 2010

Annie Bell Johnson
C/O Michael Johnson
5654 Sautley Field Road
Pensacola, Florida 32526

RE: Appraisal of land at 5650 Sautley
Field Road, Pensacola

Dear Mr. and Mrs. Johnson:

I have been engaged to make an appraisal of property owned by you relative to an acquisition of the above referenced property by Escambia County. The purpose of the appraisal is to estimate the market value of the property.

Any information you can provide concerning surveys, real estate taxes, and factors which affect the value of the property will be helpful in estimating the market value of your property.

You may contact me at my office Monday through Friday between 9:00 A.M. and 5:00 P.M.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida RZ289



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET - POST OFFICE BOX 12585 - PENSACOLA, FLORIDA 32591

EMAIL: shawnbrantley@brantleyassociates.com - WEB ADDRESS: www.brantleyassociates.com

PHONE (850) 432-5075 - FAX (850) 432-0617

PAGE NO. 1

PURCHASE ORDER NO. 101592

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

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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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 410028
 BRANTLEY & ASSOCIATES
 REAL ESTATE APPRAISAL CORPORATION
 100 N SPRING STREET STE 2
 PENSACOLA FL 32502

S
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 P
 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

T
 O
 ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 08/04/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 10001625	REQ. DATE: 08/03/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	APPRAISAL FOR 5654 SAUFLEY FIELD ROAD.	4000.0000	4,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	4,000.00
01	220613 56301	4,000.00		TOTAL \$	4,000.00

TAX ID 85-8013888011C-3
 FED ID 59-6000-598

APPROVED BY
 Original Purchase Order

Joe F. Pillitary

PROPERTY ACQUISITION / THREE PARCELS ABUTTING SAUFLEY FIELD C&D



ESCAMBIA COUNTY
PUBLIC WORKS BUREAU
LWG 04/26/10 DISTRICT 1

 THREE PARCELS OWNED BY JOHNSONS / APPROXIMATELY 5 ACRES



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 30.

County Administrator's Report

Date: 04/07/2011
Issue: Speed Reduction - Multiple Roadways
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions - speed reductions:

A. Adopt the Resolution for the reduction in speed:

1. From 30 miles per hour to 25 miles per hour for the following roadway segments:
 - a. Camaree Place, from East Ten Mile Road to northern end of roadway;
 - b. Gulf Breeze Avenue, from Gulf Beach Highway to southern end of roadway;
 - c. Kershaw Street, from Broad Street to Lepley Road;
 - d. Nix Road, from Lillian Highway to western end of roadway; and
 - e. Northview Drive, from Madison Avenue to Webster Drive;
2. From 45 miles per hour to 35 miles per hour for the following roadway segment: Saufley Field Road, from Mobile Highway to 2,227 feet west of Mobile Highway; and

B. Authorize the Chairman to sign the Resolution.

The Transportation Bureau received requests from citizens to lower the speed limits on these roads. County staff evaluated each roadway and supports the requests for lower speed limits based on the number of curves, and the layout and design of the roads.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations]

BACKGROUND:

The Transportation Bureau received requests from citizens to lower the speed limits on these roads. County staff evaluated each roadway and support the requests for lower speed limits based on the number of curves, and the layout and design of the roads.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on March 16, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways.

Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Speed Limit Resolution

Speed Reduction Rec Maps

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON SIX ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction for the following six roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with Florida Statute 316.189(2)(a) and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

Camaree Place from E. Ten Mile Road to northern end of roadway;
Gulf Breeze Avenue from Gulf Beach Highway to southern end of roadway;
Kershaw Street from Broad Street to Lepley Road;
Nix Road from Lillian Highway to western end of roadway; and
Northview Drive from Madison Avenue to Webster Drive.

SECTION 3. That the speed study on the following road requires a reduction in speed from 45 miles per hour to 35 miles per hour:

Saufley Field Road from Mobile Highway to 2,227' west of Mobile Highway

SECTION 4. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

SECTION 5. That these new limitations shall take effect immediately upon adoption of this Resolution 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

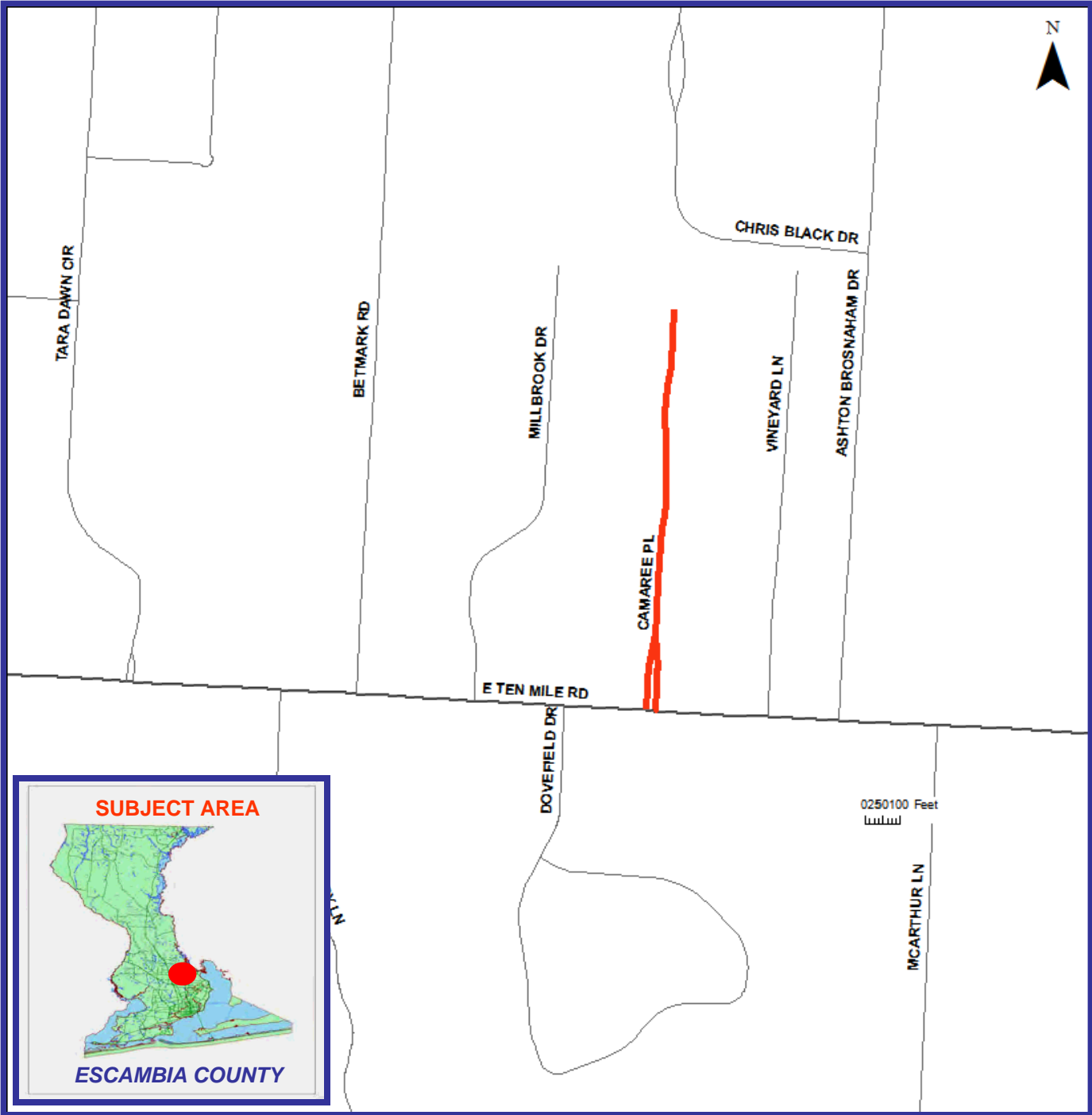
(SEAL)

This document approved as to form and legal sufficiency.

By: Kristina Neal
Title: HCA
Date: 3/16/11

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH
CAMAREE PLACE
E. TEN MILE ROAD – NORTHERN END OF ROADWAY



LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH
GULF BREEZE AVENUE
GULF BEACH HIGHWAY – SOUTHERN END OF ROADWAY



LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH
KERSHAW STREET
BROAD STREET – LEPLEY ROAD

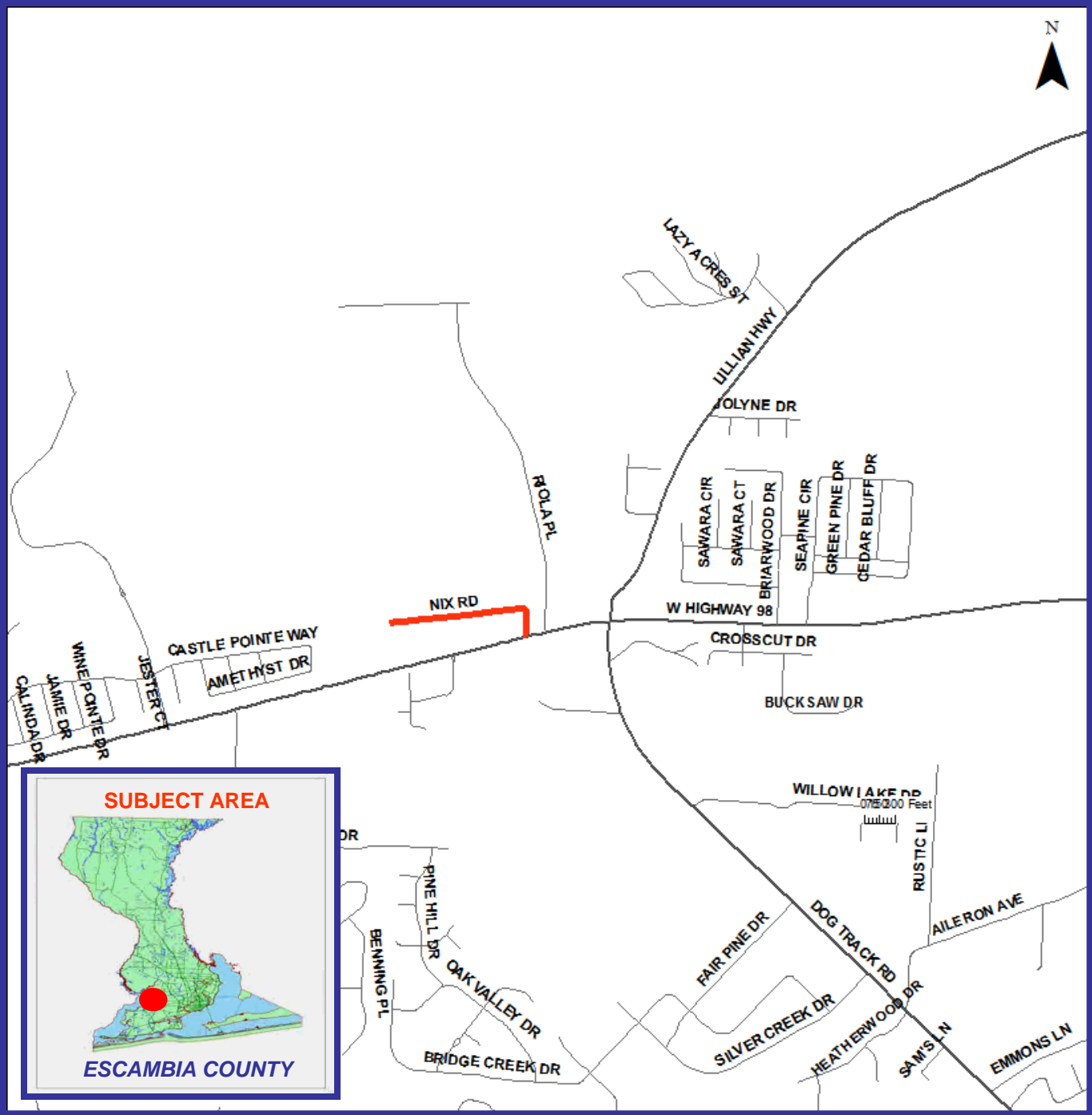


LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH

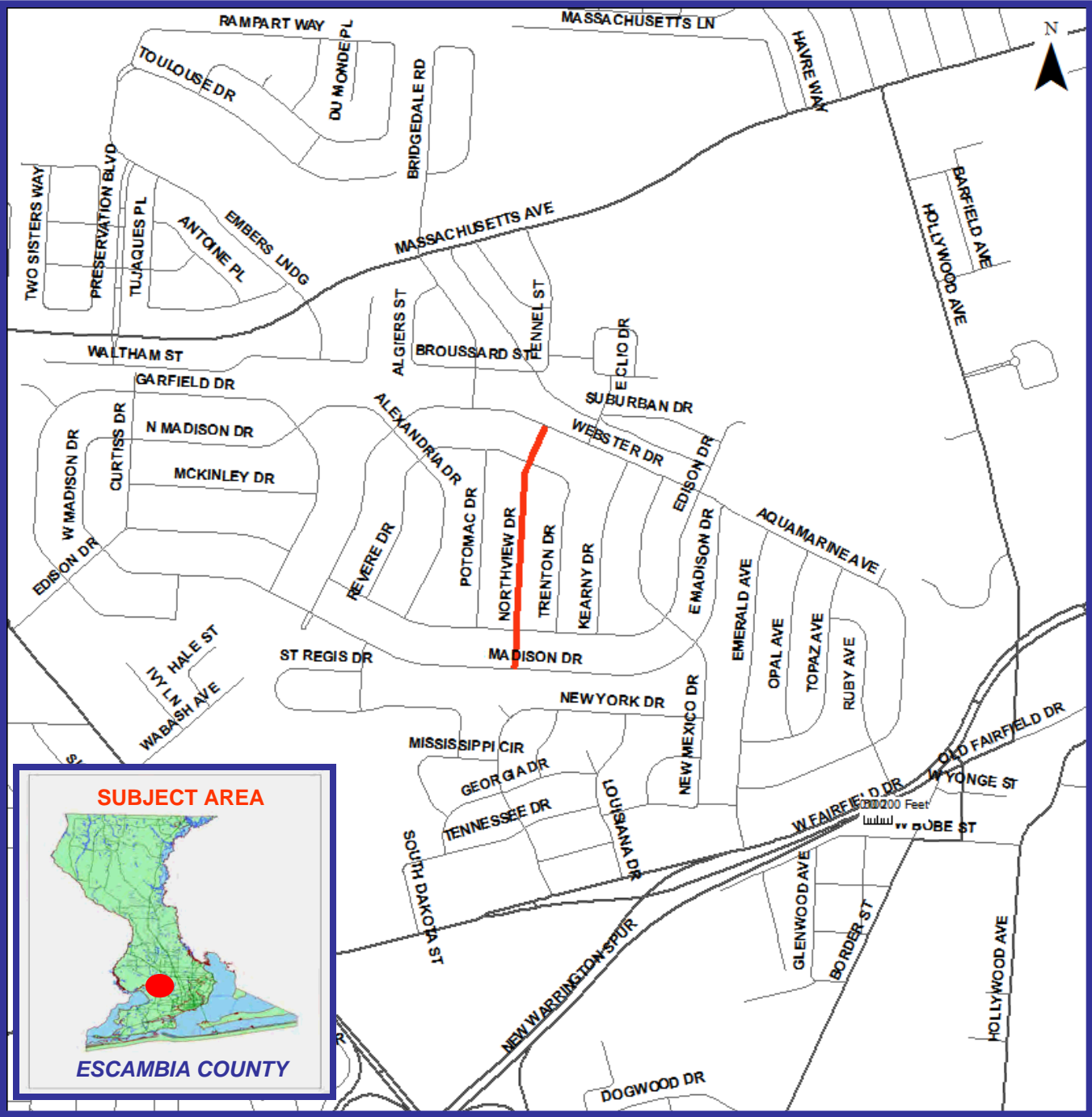
NIX ROAD

LILLIAN HIGHWAY – WESTERN END OF ROADWAY



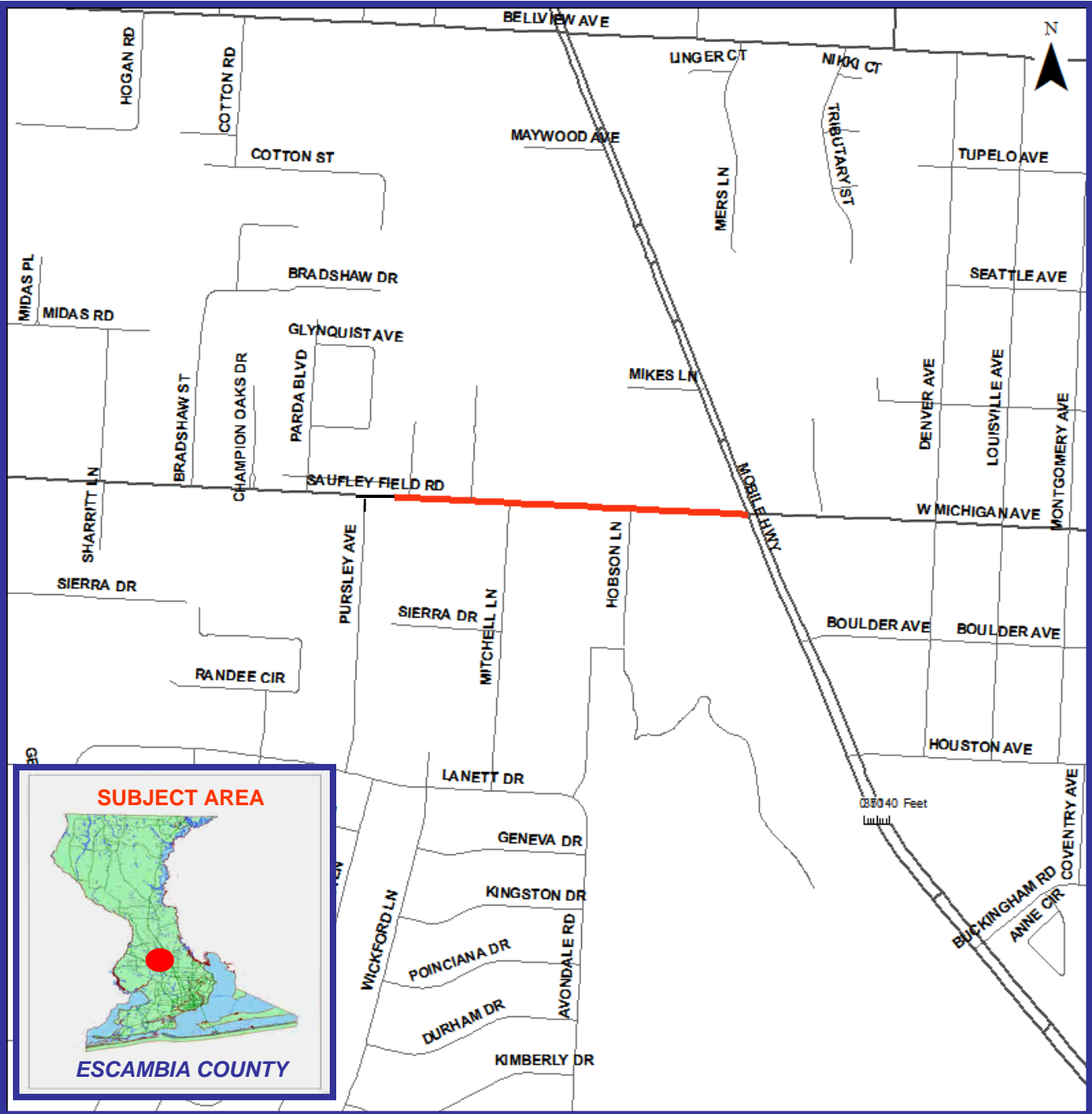
LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH
NORTHVIEW DRIVE
MADISON AVENUE – WEBSTER DRIVE



LOCATION MAP

SPEED LIMIT REDUCTION FROM 45MPH TO 35MPH
SAUFLEY FIELD ROAD
MOBILE HIGHWAY - 2,227' WEST OF MOBILE HIGHWAY





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 31.

County Administrator's Report

Date: 04/07/2011
Issue: General Paving, Drainage and Resurfacing Pricing Agreement
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning General Paving, Drainage, and Resurfacing Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of individual or blanket Purchase Orders, per PD 07-08.134, "General Paving, Drainage, and Resurfacing Pricing Agreement", in accordance with Chapter 46 of the Escambia County Code of Ordinances, to the following list of contractors, in Fiscal Year 2010/2011, to be issued for the Public Works Bureau - Infrastructure/Engineering Division, not to exceed \$500,000 in total:

APAC Mid-South, Inc.
Gulf Atlantic Constructors, Inc.
Panhandle Grading and Paving, Inc.
Pensacola Concrete Construction Co.
Roads, Inc., of NWF
Starfish, Inc., of Alabama

This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000. This solicitation meets the intent of Florida Statutes relating to competitive sealed bids of road paving, drainage and resurfacing, while allowing for the expedition of award for such Contracts.

[Funding Source: Fund 129, "CDBG 2009", Cost Center 220410, Fund 129, "CDBG 2008", Cost Center 220563, and Fund 129, "CDBG 2010", Cost Center 220435]

BACKGROUND:

This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000. This solicitation meets the intent of Florida Statutes relating to competitive sealed bids of road paving, drainage and resurfacing, while allowing for the expedition of award for such contracts.

BUDGETARY IMPACT:

Funding is available in Fund 129 "CDBG 2009", Cost Center 220410, Fund 129 "CDBG 2008", Cost Center 220563, and Fund 129 "CDBG 2010", Cost Center 220435.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration was required.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-64, requires Board approval of contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 32.

County Administrator's Report

Date: 04/07/2011
Issue: Lincoln Park Area Neighborhood Traffic Plan
From: Larry Newsom, Assistant County Administrator
Organization: Transportation & Traffic
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lincoln Park Area Neighborhood Traffic Plan - Larry Newsom, Assistant County Administrator

That the Board take the following action concerning Lincoln Park Area Neighborhood Traffic Plan:

- A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) Policy requirements because a Neighborhood Traffic Plan has been established;
- B. Approve implementation of the Neighborhood Traffic Plan for the installation of traffic tables and a speed bump for the following road segments:
1. Ranger Drive between Elliott Street and Detroit Boulevard - three traffic tables;
 2. Groveland Avenue between Rule Street and Elliot Street - three traffic tables;
 3. Elliott Street between Ranger Avenue and Untreiner Avenue - three traffic tables;
 4. Rule Street between Groveland Avenue and Untreiner Avenue - two traffic tables;
 5. Kershaw Street between Broad Street and Lepley Road - three traffic tables;
 6. Sumpter Street between Wilcox Street and Broad Street - two traffic tables;
 7. Broad Street between Untreiner Avenue and Price Street - one speed bump;
and

8. Price Street between Broad Street and Maple Woods Circle - three traffic tables;
and

C. Approve replacing and installing new signage as needed.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

BACKGROUND:

The Lincoln Park Community Organization requested that County Traffic staff resolve traffic issues within the Lincoln Park area. Residents primarily complained of speeding vehicles, cut-through traffic, and vehicles running stop conditions (i.e. stop signs) within the combined subdivisions. Meetings were held with County staff and neighborhood residents to develop a proposed Neighborhood Traffic Plan consisting of strategically placed traffic calming measures located throughout the subdivisions. The proposed plan includes a list of residents in attendance at the meetings.

The traffic plan consists of 20 proposed traffic calming devices.

BUDGETARY IMPACT:

Use allocated Traffic Calming Funds for Fiscal Year 2010/2011 at a cost not to exceed \$110,000. Fund 352 "Local Option Sales Tax III", Account 210107/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Project will be administered by existing traffic calming staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Waive existing Traffic Calming Policy.

IMPLEMENTATION/COORDINATION:

Escambia County Pricing Agreement will be used.

Attachments

Lincoln Park Traffic Plan

Lincoln Park

Proposed Neighborhood Traffic Plan



ESCAMBIA COUNTY
OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

Community Meeting: Traffic Calming

Attendees: Eugene Harris , Donald Christian, Shomari Rawls

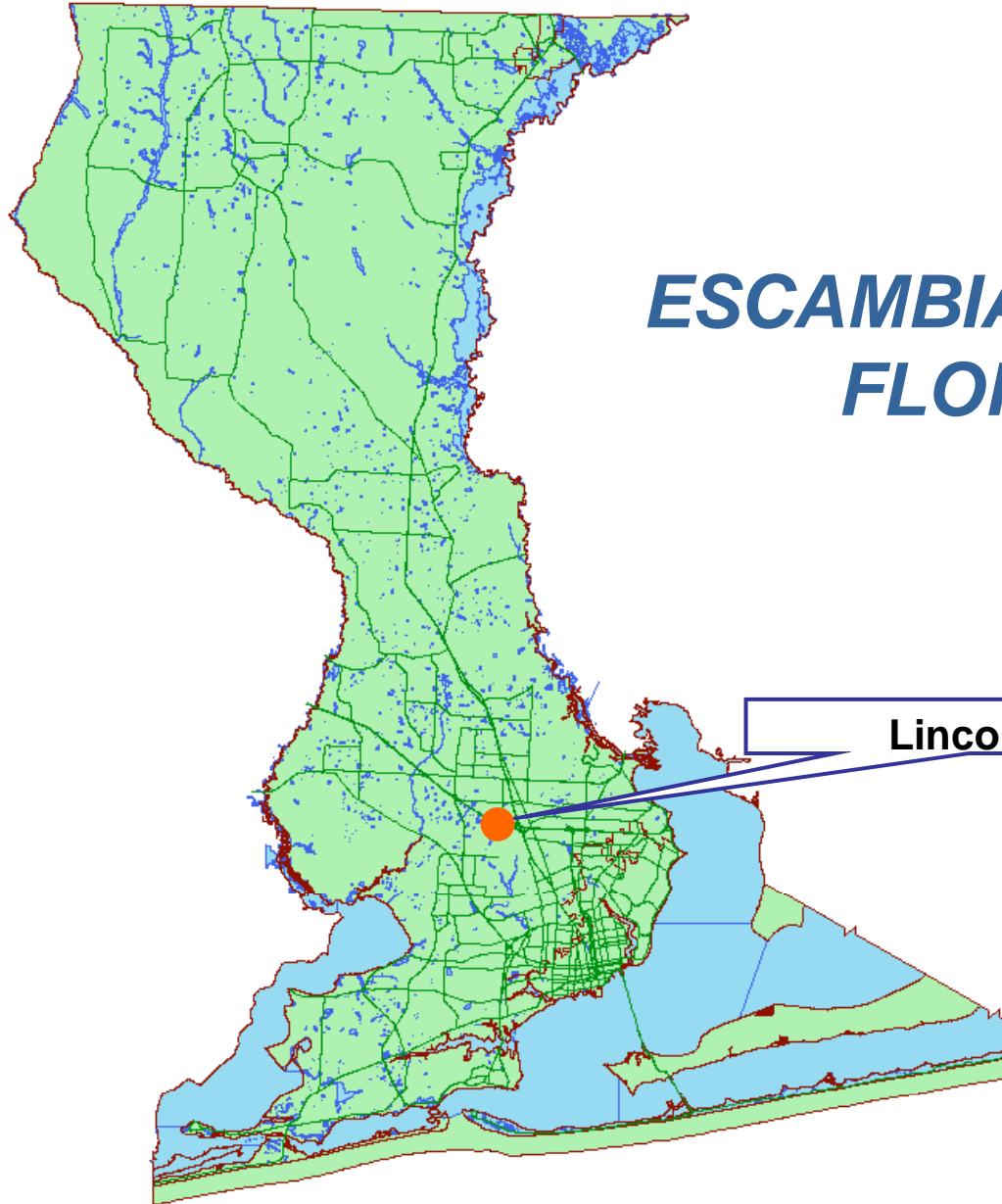
Over the past several months the Lincoln Park Neighborhood Home Owner Organization Group has requested that County Traffic staff resolve neighborhood traffic issues, such as speeding, cut through traffic and running stop conditions (stop sign) within the subdivision.

Note: County Representatives suggested holding community meetings where County staff and neighborhood residents could review and observe the neighborhood traffic plan which strategically places traffic calming measures throughout their subdivision.

Other Concerns:

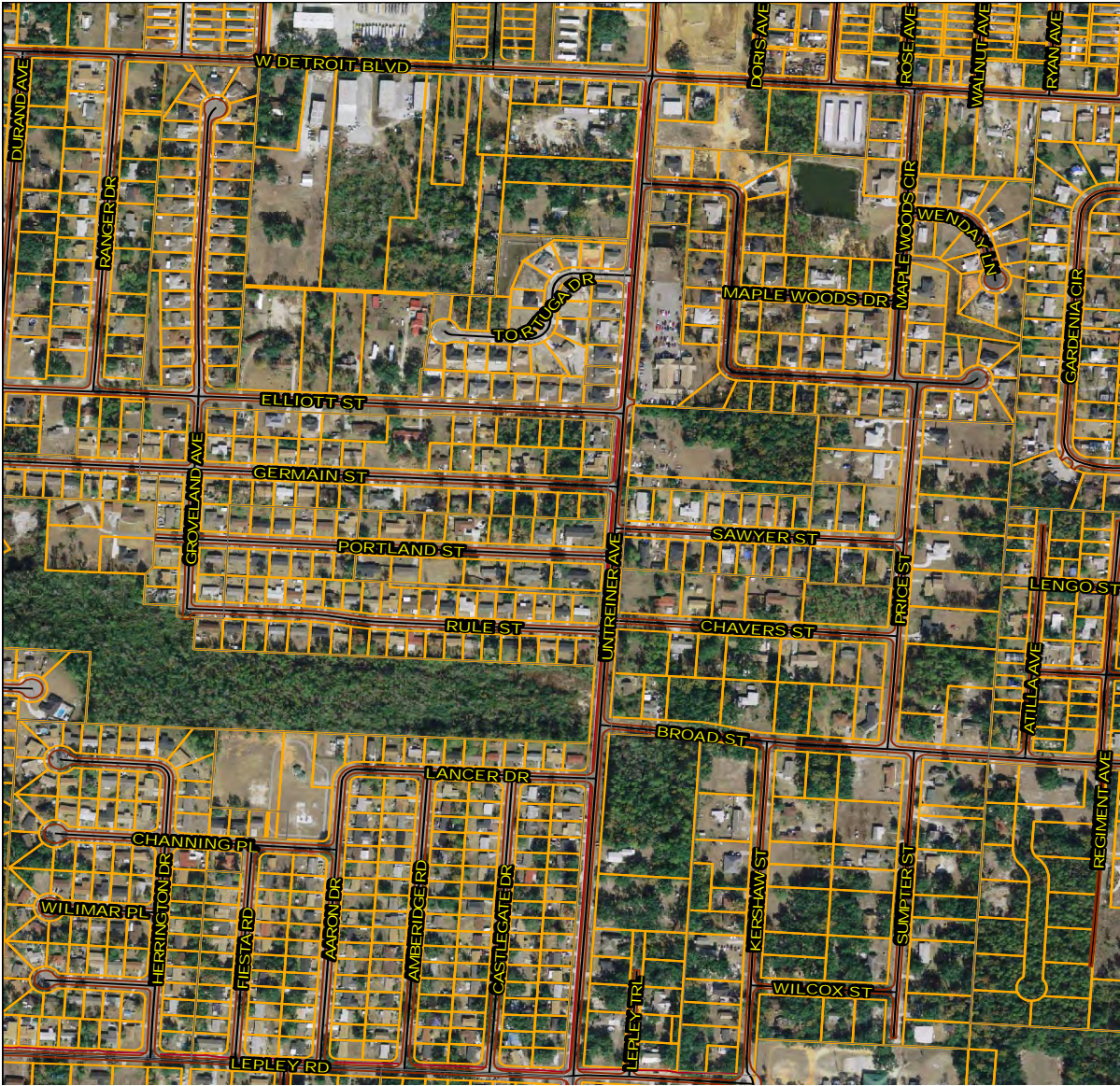
- Stop sign violators
- Payment funding for the street lights

ESCAMBIA COUNTY FLORIDA



Lincoln Park

Lincoln Park Neighborhood Improvement Traffic Plan Area



Summary of Traffic Study

A traffic study was performed because of several complaints about speeding on the streets in the neighborhood. We reviewed the traffic counts ,and found that traffic calming is warranted.

Escambia County Traffic Department concluded that a Traffic Neighborhood Improvement Plan for the neighborhood versus constructing traffic calming for a few streets would prevent cut through traffic. A decision was made to include installing traffic calming on additional streets.

Traffic Study Summary for LOK Area Residents

Ranger Drive, Feb. 2010

	Daily Totals	85th Percentile Spd	
Day 1	420 veh/day	38 MPH	<35 MPH
Day 2	379 veh/day	36.5 MPH	<35 MPH Posted 30 MPH

Elliott Street, Jul. 2008

	Daily Totals	85th Percentile Spd	
Day 1	608 veh/day	37 MPH	<35 MPH
Day 2	631 veh/day	37.5 MPH	<35 MPH Posted 30 MPH

Kershaw Street, Jul. 2007

	Daily Totals	85th Percentile Spd	
Day 1	575 veh/day	36.5 MPH	<30 MPH
Day 2	609 veh/day	37 MPH	<30 MPH Posted 25MPH

Sumpter Street, Apr. 2007

	Daily Totals	85th Percentile Spd	
Day 1	365 veh/day	26 MPH	>30 MPH
Day 2	372 veh/day	29 MPH	>30 MPH Posted 25 MPH

Rule Street, Jun. 2004

	Daily Totals	85th Percentile Spd	
Day 1	353 veh/day	33.5 MPH	<30 MPH
Day 2	316 veh/day	32.5 MPH	<30 MPH Posted 25 MPH

Recommendation For Implementation of the Lincoln Park Neighborhood Traffic Plan

That the Board take the following action concerning Lincoln Park Area Neighborhood Traffic Plan:

- A. Approve waiving the existing Municipal Service Benefit Unit (MSBU) policy requirements because a Neighborhood Traffic Plan has been established;
- B. Approve implementation of the Neighborhood Traffic Plan for the installation of traffic tables and a speed bump for the following road segments:
 - 1. Ranger Drive between Elliott Street and Detroit Boulevard - Three Traffic Tables
 - 2. Groveland Avenue between Rule Street and Elliot Street – Three Traffic Tables
 - 3. Elliott Street between Ranger Avenue and Untreiner Avenue -Three Traffic Tables
 - 4. Rule Street between Groveland Avenue and Untreiner Avenue -Two Traffic Tables
 - 5. Kershaw Street between Broad Street and Lepley Road -Three Traffic Tables
 - 6. Sumpter Street between Wilcox Street and Broad Street -Two Traffic Tables
 - 7. Broad Street between Untreiner Avenue and Price Street -One Speed Bump
 - 8. Price Street between Broad Street and Maple Woods Circle -Three Traffic Tables; and
- C. Approve replacing and installing new signage as needed.

Existing and Proposed Traffic Calming Devices

Lincoln Park/
Harlem Downs
Subdivision
Proposed
Traffic
Calming



Legend

- Parcels
- Streets
- Existing Speed Bumps
- Proposed Speed Bumps
- Proposed Traffic Calming Streets

Aerial Photo: December 2006

This map was created by the Escambia County Engineering Division and is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Public Works Bureau
Engineering Division
James Ireland 9/20/2010

Scale: 1" = 400'

0 400 800 1,200 Feet





Lincoln Park Neighborhood Improvement Meeting Sign in Sheet Traffic October 14,2010

NAME	ADDRESS	PHONE	EMAIL
WIBERT BUNKLEY	1234 RULE STR.	478-7666	
TENEISHA NELSON	1225 RULE STR.	501-1774	
CHARLES JAMISON	1420 GERMAIN ST.	474-0622	
BARBRA JAMISON	1420 GERMAIN ST.	474-0622	
CHERY LEATHERWOOD	8125 PRICE ST.	477-8041	
ENOCH LEATHERWOOD	8125 PRICE ST.	477-8041	
JESSIE CLARK	8901 PRICE	476-6080	
BEVERLY HILL	1360 RULE ST.	473-8710	
ESTHER PHILLPS	992 SAWYER ST.	477-3592	
BERTHA ADAMS	781 SUMPTER	477-1938	
VANCLE BUNKLEY	1334 RULE ST.	478-7666	
WELBERT BUNKLEY	1334 RULE ST.	478-7666	
CLARA RUSSELL	8205 GROVEN AVE	484-6015	
JACK HARVEY	1301W.DETRIOT	484-7660	
DARY HARVEY	8351 RANGER	478-4535	
JAMES CAMPFULL	1207 PORTLAND ST.	477-8693	
CHARLES SATTLE	1829 LEPLEY RD	478-4585	
MCCREARY	7950 MELBURN AVE	477-5042	
FATERIA JOHNSON	8293 RANGER DR.	474-9021	
PATRICA	1225 RULE ST.	477-5153	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 33.

County Administrator's Report

Date: 04/07/2011
Issue: Group Medical Insurance
From: Ron Sorrells
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance) to extend the Accounting and Retention Agreement through September 30, 2012:

A. Approve the Blue Cross Blue Shield of Florida, Inc., Health Options, Inc., Accounting and Retention Agreement; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

BACKGROUND:

In 2008, The County signed an agreement with Blue Cross Blue Shield relating to pro-sharing. When we went to bid in 2009 our original agreement was terminated in accordance with the clause in the original agreement. Blue Cross Blue Shield has agreed to extend the agreement through September 30, 2012.

BUDGETARY IMPACT:

Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, has reviewed this policy for content and compliance.

PERSONNEL:

The Human Resources Division will notify Blue Cross and Blue Shield of Florida and the Clerk of Courts of the changes.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

An Employer Application will be the instrument to implement the change to the Contract. The Human Resources Department will coordinate with the Clerk of Courts.

Attachments

BCBS Health Option Agreement

BlueCross BlueShield Of Florida, Inc.
Health Options, Inc.
Accounting & Retention Agreement

This is an agreement (hereinafter "Agreement") between BlueCross BlueShield of Florida, Inc. (hereinafter referred to as "BCBSF"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Escambia County Board of County Commissioners, (hereinafter "the Group") located at 221 Palafox Place, Suite 200, Pensacola, Florida 32502.

WHEREAS, the Group requests BCBSF to provide a PPO Program, (hereinafter "the Program") to its employees/members (herein "Group Member(s)"), and

WHEREAS, BCBSF has agreed to provide the insurance part of the Program, and

WHEREAS, each of the parties to this Agreement seeks to set forth, in writing, the terms and conditions of their Agreement,

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

I. TERM

The term of this Agreement shall begin on October 1, 2009, (the Effective Date) and shall end on September 30, 2012, (the Termination Date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

II. BENEFIT PLAN

BCBSF agrees to administer the Group's health benefit plans (hereinafter referred to as the "Benefit Contracts"), which are hereby incorporated by reference into this Agreement.

III. PREMIUM PAYMENTS

The premium rates, prepayment fees and supplemental charges for the Program are payable in advance to BCBSF at the address set forth above. The premium rates will be set forth in Exhibit A once the premium rates are agreed upon by the parties.

IV. ACCOUNTING

- A) Within one hundred twenty days of the end of the term of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such term's operations.
- B) This accounting shall include operations under all coverages of the Program and shall set forth the following
 - a. Earned Premium,
 - b. Incurred Claims (less claims in excess of the \$250,000 pooling level),
 - c. Pooled Claim Charge, and

d. Administrative Charge.

- C) If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the \$250,000 pooling level), Pooled Claim Charge and Administrative Charge, 75% of this excess will be returned to the Group.

However, if the group cancels prior to January 31, 2013, any such excess will not be available for return to the Group.

- D) If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the \$250,000 pooling level), Pooled Claim Charge and Administrative Charge, the deficit will be retained by BCBSF.

- E) If the Group issues a bid at any time after the date they sign this Agreement and prior to the termination date of this agreement, any excess premium available will not be returned to the Group. A bid will be defined as, but not be limited to, a competitive bid as described in section 112.08 of the Florida Statutes.

V. TERMINATION

Either party may terminate this Agreement at any anniversary of the effective date, by giving the other party at least forty-five days prior written notice of such termination.

VI. MODIFICATION OF RATES

Rates for the first twelve months of this Agreement will remain in effect, as will be set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by BCBSF.

Thereafter, all rates set forth in Exhibit A of this Agreement are subject to change by BCBSF at any time following at least forty-five days prior written notice to the Group.

The renewal rates for the period October 1, 2010 through September 30, 2011 and October 1, 2011 through September 30, 2012 will be set forth and presented to the Group on a revised Exhibit A. All other provisions of this Agreement shall remain in effect without modification.

VII. LATE PAYMENT/CHARGE

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to BCBSF up to ten days after such due date without a late payment charge. Payments received by BCBSF eleven to thirty-one days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to BCBSF immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to BCBSF within thirty-one days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates

retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by BCBSF that were incurred after the termination date.

VIII. INCONSISTENCIES

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

IX. SURVIVAL

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

X. WAIVER OF BREACH

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

XI. GOVERNING LAW

This Agreement, and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

XII. SEVERABILITY

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

XIII. AMENDMENT

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that BCBSF may make changes necessary to comply with State and Federal laws upon sixty days notice to the Group.

XIV. ENTIRE AGREEMENT

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Group and BCBSF. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.

XV. NOTICES

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.

XVI. PROVIDER NETWORKS

BCBSF's Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

BlueCross BlueShield Of Florida, Inc.

Escambia County Board Of County Commissioners

By

By

Name Joseph C. Gregor

Name (Typed) Charles R. "Randy" Oliver

Title Vice President and Chief Underwriting Officer

Title County Administrator

Date

Date

Witness: _____

Witness: _____

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: ACT

Date: 3/9/11

Exhibit A
 Accounting & Retention Agreement
 Escambia County Board Of County Commissioners
 Group Number 97035
 October 1, 2009 through September 30, 2010

A) Premium Rates

<u>BlueOptions 1552</u>		<u>BlueOptions 1352</u>	
Employee Only	\$451.77	Employee Only	\$415.68
Employee & Spouse	\$1,045.72	Employee & Spouse	\$963.30
Employee & Child	\$1,018.93	Employee & Child	\$924.29
Employee & Family	\$1,477.99	Employee & Family	\$1,329.92
Spouse Only(*)	\$593.95	Spouse Only(*)	\$547.62
Child Only(*)	\$567.16	Child Only(*)	\$508.61
Spouse & Child(*)	\$1,026.22	Spouse & Child(*)	\$914.24
<u>BlueOptions 1168</u>		<u>BlueOptions 1169</u>	
Employee Only	\$335.94	Employee & Spouse	\$799.95
		Employee & Child	\$720.05
		Employee & Family	\$1,039.62
		Spouse Only(*)	\$464.01
		Child Only(*)	\$384.11
		Spouse & Child(*)	\$703.68

B) Administrative Charge

15.13% of Earned Premium

C) Pooled Claim Charge

1.25% of Earned Premium

(*) Dependents Of BlueMedicare Enrollees



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 34.

County Administrator's Report

Date: 04/07/2011
Issue: Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida and Lakeview Center, Inc.
From: Catherine A. White, Drug Court Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida, and Lakeview Center, Inc. - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida, and Lakeview Center, Inc.:

- A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida, and Lakeview Center, Inc., for out-patient services based on piggy-backing on the Agreement with the State of Florida for the Non-Competitive Bid Process for continuation of Senate Bill 1258 Initiative (Contract Number AH 338);
- B. Approve funding for the program not to exceed \$108,500, effective, October 1, 2010, through September 30, 2011. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties. The source of funding is Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$91,000; and
- C. Authorize the Chair, as the County's representative, to sign amendments and requests for payment or other related documents as may be required.

[Funds are made available through the Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant Program]

BACKGROUND:

Lakeview Center, Inc. has provided services for the Drug Court Program since June, 1993. Escambia County and the Drug Court Program have been pleased with the services provided. Lakeview Center, Inc. has the administrative resources to effectively administer the program. Lakeview Center, Inc. has a proven track record of successful program operation as evidence by annual on-site monitoring reports from the Alcohol, Drug Abuse and Mental Health Program and the Office of Licensure and Certification of the Department of Health and Rehabilitative Services. Lakeview Center, Inc. is in the best position to administer this program because of its previous expertise with the Drug Court Program and related programs. The agency has been very responsive to feedback from the County regarding other service contracts it holds as well as responding to other needs of the community.

BUDGETARY IMPACT:

Funds are made available through the Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the Agreement for Escambia County Adult Drug Court Treatment Program Between

Escambia County, Florida and Lakeview Center, Inc. has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The Court Administrator's office will approve all invoices before payments are disbursed to the County.

Attachments

Lakeview Agreement

**AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG
COURT TREATMENT PROGRAM BETWEEN ESCAMBIA
COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and which tax identification number is 59-073787-2, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County has been awarded grant funds from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant, (Hereinafter referred to as the "Grantor"), to provide funding for drug court treatment program for Escambia County; and

WHEREAS, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), not to exceed \$108,500, with a cost of \$3,500.00 per offender; and

WHEREAS, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
Recitals

- 1.1** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

ARTICLE 2
Scope of Services

- 2.1** The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

- 2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.
- 2.3 Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

ARTICLE 3

Subcontractors and Additional Programs

- 3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the County may require the prior written approval before employment of such subcontractors.

ARTICLE 4

Term of the Contract and Time Requirements

- 4.1 This Agreement shall become effective upon the approval of the Board of County Commissioners and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement between Escambia County, Florida and the United States Department of Justice, Florida Department of Corrections and Florida Department of Law Enforcement. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.
- 4.2 These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5

Compensation and Method of Billing and Payment

- 5.1 **Compensation:** The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount not to exceed \$108,500. The cost per offender shall be \$3,500. Final payment will be subject to approval by the Board of County Commissioners.

5.3 Direct Expenses: Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:

- (a) Transportation expenses in connection with the Program.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.
- (e) Cost of any computer software or hardware used or developed for the Contractor.
- (f) Any and all other expenses of any kind or type.

5.4 Method of Billing and Payment:

- (a) The Contractor may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.
- (b) The County agrees that it shall pay the Contractor within twenty (20) business days of receipt of the Contractor's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.
- (d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving federal funding, not to exceed the maximum amount of federal funds awarded.
- (e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.

5.5 **Additional Services and Changes in the Scope of Work:** The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.6 **Notices:**

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and notices to Contractor shall be sent to:

Lakeview Center, Inc.
1221 West Lakeview Avenue
Pensacola, Florida 32501

(d) Notices to County shall be sent to:

Charles R. Oliver, CPA, P.E.
Escambia County Administrator
Post Office Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
Cooperation of the County

- 6.1 It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.
- 6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

ARTICLE 7
Program's Responsibilities

- 7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 Termination:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date, including all reimbursable expenses then due or incurred to the date of termination.

- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.
- (d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 Records:

- (a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

8.4 No Contingent Fees: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration

contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.5 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.6 Hold Harmless and Indemnification of County:

(a) Hold Harmless: The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.

(b) Indemnification: The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8.7 Insurance: The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-" rated with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificate of insurance shall be provided to Joe Pillitary, Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.8 Representative of County and Program:

- (a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.
- (b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

8.9 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 8.10 **Truth-in-Negotiation Certificate:** The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 8.11 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 8.12 **Gratuities:** Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor, the Contractor agrees to abide with such statutes.
- 8.13 **Conflict of Interest:** The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46, of the Escambia County Code of Ordinances.
- 8.14 **Survival:** All other provisions, which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.15 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 8.16 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

8.17 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.18 **Compliance with Laws:** The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

8.19 **Participation in Other Proceedings:** At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.20 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.21 **No Waiver:** The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Florida through its Board of County Commissioners, signing by its duly authorized chairman and Lakeview Center, Inc. through its duly authorized President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: *Ernie Lee Magaha*
Title: ACA
Date: 3/28/11

ATTEST: ERNIE LEE MAGAHA
Clerk Of The Circuit Court
By _____
Deputy Clerk

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Name: Kevin White, Chair
Phone: (850) 595-4950
Fax: (850) 587-4095
SSN/FEIN: 85-8013888011C-3
Date: _____

CONTRACTOR:

Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

Gary L. Bembry
Gary L. Bembry, President
Lakeview Center, Inc.

By: _____
Secretary

Date: 3/24/2011

(Seal)

EXHIBIT A - SCOPE OF WORK:

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multi-faceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained

therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 4 hours of daily programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education) at least 3 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 4 hours of group treatment, 3 days per week, and urinalysis testing twice weekly.

Phase II: Approximately 3-4 months (dependant upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 8 hours of programming per week. Treatment includes at least 2 hours of group treatment, 3 days per week, and urinalysis testing at least once weekly or as needed.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 3 hours of programming per week including at least 1 ½ hours of group treatment, 2 days per week, and urinalysis testing once weekly, or as needed.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the participants.

EXHIBIT B

FY 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program "Escambia County Drug Court Treatment Services"
\$91,000

To be billed monthly based for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.

OTHER FUNDING:

Other funding sources may be used once the slots are full. A new Purchase Order will be submitted once slots have been agreed upon by Lakeview Center, Inc. and Court Administration not to exceed \$17,500.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 35.

County Administrator's Report

Date: 04/07/2011
Issue: Eminent Domain - Bailey Property - 13000 Beulah Road
From: Patrick T. Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Aquisition of Property, Totaling Approximately 64.82 Acres, as the Site for a System of Groundwater Monitoring Wells Located, South of the Perdido Landfill - Patrick T. Johnson, Division of Solid Waste Management, Department Director

That the Board take the following action concerning the acquisition of property, totaling approximately 64.82 acres, a portion of which was previously leased since June 1995, as the site for continuation of operation of groundwater monitoring wells located south of the Perdido Landfill:

A. Adopt a Resolution containing the following findings: setting forth a public purpose; declaring a public necessity; acknowledging the appraised fair market value of the property, totaling approximately 64.82 acres, for the site of a system of groundwater monitoring wells located south of the Perdido Landfill, as listed below; and authorizing the property to be acquired by exercise of the County's power of eminent domain:

1. Maintaining the system of groundwater monitoring wells on the property accomplishes a legitimate public purpose of assessing contamination from the adjacent Perdido Landfill, as mandated by the Florida Department of Environmental Protection;
2. Acquisition of the property from the Estate of Winston C. Bailey is necessary to permit the County to maintain its system of groundwater monitoring wells on the Property;
3. Exhibit "A", attached and incorporated by reference, describes the property to be acquired by the County (Parcel "A" 64.82 +/- acres);
4. The appraised fair market value of the property is \$162,000;

5. All conditions precedent to acquire the property have been satisfied; and
6. It is in the best interest of the health, safety and welfare of the citizens of Escambia County, Florida, that Escambia County acquire the property by exercise of its power of eminent domain;

B. Authorize an offer up to 20% over the appraised value (i.e., \$194,400) as an incentive for the owner to agree to voluntarily convey the property, and if the owner rejects the offer, authorize the County Attorney to initiate and undertake legal action to acquire the property owned by the Estate of Winston C. Bailey, as described in Exhibit "A" of the Resolution from Winston Claude Bailey by eminent domain; and

C. Authorize the payment of incidental expenses associated with the acquisition of the property; and

D. Authorize the Chairman or Vice Chairman to sign all documents required to implement these actions.

[Fund 401, Solid Waste, Cost Center 220605, Object Code 56101]

BACKGROUND:

In order to comply with an amended consent order and remedial action plan to address the groundwater contamination from the Perdido Landfill, mandated by the Florida Department of Environmental Protection, in 1977 the County began leasing property located south of the landfill from Winston C. Bailey as the site for a system of groundwater monitoring wells. The initial term of the lease was five (5) years, although the lease was renewed and extended on several occasions to allow continued monitoring of the groundwater contamination. Winston C. Bailey died on June 5, 2008, and the property is currently held in his estate. The personal representative of the estate extended the lease for one final term, which expired on February 1, 2011, but is unwilling to continue to lease the property to the County. Unfortunately, the County's obligation to maintain the system of groundwater monitoring wells is expected to continue for the foreseeable future. Under the previous lease, the County occupied approximately 32.41 acres, but the additional acreage to be acquired will serve as a buffering zone as requested by the estate.

BUDGETARY IMPACT:

Acquisition of the site will be funded from Fund 401 Solid Waste, Cost Center 220605, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney. The County Attorney's Office will initiate the necessary legal proceedings as provided in Chapters 73, 74, and 127, Florida Statutes.

PERSONNEL:

The County Attorney's Office, Real Estate Acquisition Division and the Solid Waste Management Division will coordinate on this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This proposed action is consistent with the Board's practice of acquiring property through eminent domain.

IMPLEMENTATION/COORDINATION:

Upon Board approval the County Attorney's Office and Solid Waste Management Division will initiate proceedings to acquire the property by eminent domain. This effort will also be coordinated with the Real Estate Acquisition Division.

Attachments

Bailey Property Resolution

Bailey Property Parcel

RESOLUTION NO. R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS FOR ESCAMBIA COUNTY, FLORIDA, RELATING TO THE PERDIDO LANDFILL, AUTHORIZING EXERCISE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE CERTAIN REAL PROPERTY FOR GROUNDWATER MONITORING WELLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County maintains and operates a solid waste disposal facility commonly known as the Perdido Landfill ("Landfill"); and

WHEREAS, the County maintains a system of groundwater monitoring wells on private property located south of the Landfill pursuant to an amended consent order and remedial action plan approved by the Florida Department of Environmental Protection; and

WHEREAS, the groundwater monitoring wells are located on land formerly owned by and leased from Winston C. Bailey; and

WHEREAS, Winston C. Bailey died on June 5, 2008; and

WHEREAS, the personal representative of the Estate of Winston C. Bailey has refused to renew the lease for the property; and

WHEREAS, the lease expired on February 1, 2011; and

WHEREAS, the County's obligation to maintain groundwater monitoring wells on the property, as required by the Florida Department of Environmental Protection, is expected to continue for the foreseeable future; and

WHEREAS, the appraised value of the property ("Property") needed as for site of the groundwater monitoring wells and any future migration of the contamination (64.82 +/- acres) is One Hundred Sixty-Two Thousand Dollars (\$162,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Escambia County Board of County Commissioners as follows:

Section 1. Findings.

- A. The foregoing recitals are true and correct and incorporated herein by reference.
- B. Maintaining the system of groundwater monitoring wells on the Property accomplishes a legitimate public purpose of assessing

contamination from the adjacent Perdido Landfill, as mandated by the Florida Department of Environmental Protection.

- C. Acquisition of the Property from the Estate of Winston C. Bailey is necessary to permit the County to maintain its system of groundwater monitoring wells on the Property.
- D. Exhibit A, attached and incorporated by reference, describes the Property to be acquired by the County (Parcel "A" - 64.82 +/- acres).
- E. The appraised fair market value of the Property is One Hundred Sixty-Two Thousand Dollars (\$162,000.00).
- F. All conditions precedent to acquire the Property have been satisfied.
- G. It is in the best interest of the health, safety and welfare of the citizens of Escambia County, Florida, that Escambia County acquire the Property by exercise of its power of eminent domain.

Section 2. Effective Date and Authorization.

This Resolution shall take effect upon its adoption, and the Office of the County Attorney is authorized to initiate and undertake legal action that is necessary to acquire approximately 64.82 acres south of the Perdido Landfill by eminent domain.

THIS RESOLUTION APPROVED AND ADOPTED by the Board of County Commissioners of Escambia County, Florida this ___ day of _____, 2011.

ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized Board of County Commissioners

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date April 1, 2011

SURVEY OF PROPOSED ACQUISITION

Total Parcel: 328.82 Acres
 Part being acquired: 64.82 Acres
 Remainder: 264.00 Acres





Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)

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 Account
 Reference

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General Information Reference: 321N312201000000 Account: 114419000 Owners: BAILEY WINSTON C EST OF Mail: C/O DANIEL BAILEY 1252 REDWOOD LN GULF BREEZE, FL 32563 Situs: BEULAH RD 32526 Use Code: TIMBERLAND, MISC. 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: \$1,818 <hr/> Total: \$1,818 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>
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Sales Data <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sale Date</th> <th style="text-align: left;">Book</th> <th style="text-align: left;">Page</th> <th style="text-align: left;">Value</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/09/2008</td> <td>6375</td> <td>258</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>05/1995</td> <td>4651</td> <td>1745</td> <td>\$100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>400</td> <td>682</td> <td>\$45,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>400</td> <td>679</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/09/2008	6375	258	\$100	CJ	View Instr	05/1995	4651	1745	\$100	OT	View Instr	01/1968	400	682	\$45,500	WD	View Instr	01/1968	400	679	\$100	WD	View Instr	2010 Certified Roll Exemptions None Legal Description W1/2 OF W1/2 LYING S OF STATE RD 8 OR 629 P 15 OR 4651 P 1745 OR 6375 P 258 Extra Features None
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Parcel Information Section Map Id: 32-1N-31 Approx. Acreage: 28.9100 Zoned: VAG-2	<p style="text-align: center;"> Restore Map Get Map Image Launch Interactive Map </p>
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Chris Jones

Escambia County Property Appraiser

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Parcel Information									
Section Map Id:	25-1N-32								
Approx. Acreage:	250.5300								
Zoned:	VAG-1								



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Discussion Item #: 1.

County Administrator's Report

Date: 04/07/2011
Issue: 4th Cent Funding for Promotional Events
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Requests for Funding from the 4th Cent Tourist Development Tax - Amy Lovoy, Management & Budget Department Director

That the Board take the following action concerning the 4th Cent Tourist Development Tax:

A. Consider the following funding requests from the 4th Cent Tourist Development Tax:

1. Pensacola Yacht Club in support of the Centennial of Naval Aviation (CoNA) Community Day- \$8,000;
2. Pensacola Area Chamber of Commerce to sponsor the celebration for the Centennial of Naval Aviation - \$5,000;
3. Kappa Alpha PSI Fraternity to sponsor the hosting of the 61st Southern Province Council - \$3,500; and

B. Approve any required Miscellaneous Appropriations Agreements and/or Purchase Orders subject to legal sign-off, if the Board awards any funds to any of these groups.

C. Acknowledge that if the Board approves the funding requests in A.1 and A.2 above, no further funding will be provided for the Centennial of National Aviation Celebration.

[If funding is provided, monies will be taken from the reserves in the 4th Cent Tourist Development Tax. The current reserve balance is \$558,617]

BACKGROUND:

Three agencies have made requests for funding from the County's 4th Cent Tourist Development Tax. The Board directed staff to determine if the entities were eligible, under State law, to receive funding from the 4th Cent Tourist Development Tax and, if they were eligible, to bring the requests forward for consideration. These requests are delineated in the attached documentation.

BUDGETARY IMPACT:

If funding is provided, monies will be taken from the reserves in the 4th Cent Tourist Development Tax. The current reserve balance is \$558,617.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed all three requests and found them to meet the minimum standards required under Florida Statutes 125.0104(2)(l)4.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PYC CONA

CoNA Sponsorship

Kappa Alpha Psi



AMY

Celebration of Naval Aviation Community Day

Pensacola Yacht Club
Saturday, May 7, 2011

CoNA COMMITTEE

PYC Commodore
Alan McMillan

Jan Miller

Nancy Fetterman

Commodore John
Fogg,
Mayor Emeritus

Pat Fogg

David Hoxeng

James Lee

Commodore John
Matthews

James Simkins

Sondra Solice

Jim Warwick

PARTICIPATING AREA YACHT CLUBS:

Ft. Walton Yacht
Club - Commodore
Bill Bushelle

Grand Lagoon Yacht
Club - Commodore
John MacDonald

Navy Yacht Club
Pensacola -
Commodore Kathy
Champagne

Pensacola Beach
Yacht Club -
Commodore Stephen
Traweek

Pensacola Yacht
Club - Commodore
Alan McMillan

Point Yacht Club -
Commodore Nick
Steen

Tuesday, March 15, 2011

Board of County Commissioners
Escambia County, Florida

Application for funds from the 4th Cent Tourist Development Tax to support the CoNA event at the Pensacola Yacht Club (PYC) on Saturday, May 7, 2011

The PYC-hosted Community Day celebration is the anchor (final) event of CoNA's Aviation Week, the first week of May 2011. CoNA and its partners, the Pensacola Bay Area Chamber of Commerce, sponsoring organizations and PYC estimate that the events of this big celebration week will bring tens of thousands people to the many activities at Naval Air Station Pensacola and throughout our city.

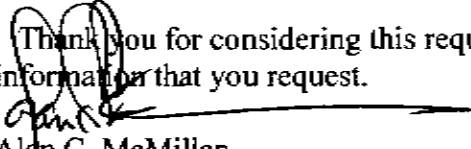
PYC estimates 3,500 attendees with about 1,000 from outside our area will participate in our specific event on Saturday, May 7th. Aviation Week activities and our PYC specific event will put these guests in our local hotels, restaurants, and shops. Building tourism for Pensacola is a substantial benefit of CoNA, Aviation Week and the Pensacola Yacht Club CoNA Community Day.

PYC will be joined by all the other area Yacht Clubs in this important event on Saturday, May 7th. The day will feature boat rides, boat parades, blessing of the fleet, USCG helicopter rescues, High School bands, Drill Teams, Centennial displays and historic lectures, children play activities and food and drinks. The full schedule of events is attached. This event will be marketed throughout the region. (See attached Marketing Plan.)

Our budget estimate is attached and totals approximately \$18,000. We have secured sponsorship of \$8,000 to date. Our private fundraising continues. We have an unmet need for \$8,000 in additional support. This funding request to Escambia County is to fill that gap.

The Pensacola Yacht Club (PYC) was founded 103 years ago and is incorporated as a Florida Non Profit organization and conducts its business as a 501c7. Attached is a copy of our Articles of Incorporation and W-9 with tax ID number.

Thank you for considering this request and we will provide any other information that you request.


Alan C. McMillan
Commodore
Chairman, PYC Centennial of Naval Aviation Event
Cell- 850-449-3101



Navy Centennial Community Day Celebration
Saturday, May 7, 2011
Pensacola Yacht Club

Event	Time
Food, Drinks, & Refreshments	All Day
Navy Centennial Displays, Photos, and Historic Speakers	All Day
Sponsoring Yacht Club Kiosks	All Day
Youth & Family Catamaran Rides	12PM-3PM
On-Shore Youth Sailing Demonstration	12PM-3PM
Boat Parade & Pass and Review	12:30PM-2:30PM
High School Bands	1PM-4PM
USCG Helicopter Safety at Sea Rescue	2PM
Blessing of the Fleet	2:30PM-3PM
Boat Decoration Awards & VIP Recognition	4:00PM
Drill Team Performance	4:30PM
Sun-Downers Ceremony	5PM
Day Concludes	6:00PM

Sponsored By:

**PETE
MOORE**

AUTOMOTIVE TEAM

Pensacola News Journal, CatCountry 98.7 Radio, New Orleans Saints, Sail Wild Hearts, GRC Property Management, and George Gamble

Participating Area Yacht Clubs:

Pensacola Yacht Club, Point Yacht Club, Navy Yacht Club Pensacola, Pensacola Beach Yacht Club, Ft. Walton Yacht Club, & Grand Lagoon Yacht Club





Celebration of Naval Aviation Community Day

Pensacola Yacht Club
Saturday, May 7, 2011

CoNA COMMITTEE

PYC Commodore
Alan McMillan

Jan Miller

Nancy Fetterman

Commodore John
Fogg,
Mayor Emeritus

Pat Fogg

David Hoxeng

James Lee

Commodore John
Matthews

James Simkins

Sondra Solice

Jim Warwick

PARTICIPATING AREA YACHT CLUBS:

Ft. Walton Yacht
Club - Commodore
Bill Bushelle

Grand Lagoon Yacht
Club - Commodore
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Navy Yacht Club
Pensacola -
Commodore Kathy
Champagne

Pensacola Beach
Yacht Club -
Commodore Stephen
Traweek

Pensacola Yacht
Club - Commodore
Alan McMillan

Point Yacht Club -
Commodore Nick
Steen

Projected CoNA Expenses

Off-Duty Police	\$700
Tent Rental	\$1200
Sound System	\$600
Portable Restrooms	\$2500
Flags and Banners	\$2500
Publicity	\$5000
Insurance	\$1000
Playground Rental	\$2000
Misc.	<u>\$2000</u>
TOTAL:	\$17,500

Commodore Alan C. McMillan

Centennial of Naval Aviation (CoNA) Event at PYC

3/15/11

MARKETING PLAN

IN TOWN

PYC has already arranged for significant in-kind advertising from area media outlets. Advertising and news coverage will appear in Pensacola News Journal, WEAR-TV3, Pensacola Magazine and area radio stations including NewsRadio1620 and CatCountry 98.7.

OUT OF TOWN

An article has been prepared by free-lance writer Julie Connerley which will be provided with pictures to publications in our region. (Draft is attached as prepared for Pensacola Magazine.) These publications include daily newspapers in "drive markets":

Alabama- Montgomery, Birmingham, Huntsville, Mobile

Mississippi- Biloxi, Hattiesburg, Jackson, Baton Rouge

Louisiana- New Orleans, Baton Rouge, Shreveport, Lafayette

Florida- Tallahassee, Panama City, FWB, Jacksonville, Orlando, Tampa, St. Pete

Georgia- Albany, Savannah

Additional plans are being formulated by the volunteer committee at PYC.

FOR PENSACOLA MAGAZINE

The U.S. Navy's relationship with Pensacola Yacht Club has been one of camaraderie for many years. "One of the very first regattas sailed on Pensacola Bay was a challenge by Navy Air Cadets to members of PYC," said PYC Commodore Alan McMillan. "While we won that first regatta, over the years others between the Navy Air Cadets and PYC saw great competition."

PYC was honored to help the Navy celebrate its 50th and 75th anniversary with special regattas. When asked to help commemorate the Navy's Centennial celebration, PYC immediately came aboard.

Conveniently situated on 17 acres at the entrance to Bayou Chico on Pensacola Bay, PYC agreed to anchor the final day of Aviation Week with a full day of family activities for the community to enjoy.

"We will have onshore and on-the-water activities for everyone, along with food and beverages all day," continued McMillan. Naval historical displays, high school bands, a drill team performance, and small boat rigging and handling demonstrations will be on the lawn and inside the Watson Sailing Center. Area yacht clubs from Alabama to Ft. Walton Beach will also have tents with displays.

On the water, a 53-foot Gold Coast catamaran will take groups of 49 out for one-hour sails on Pensacola Bay. The U.S. Coast Guard will demonstrate safety at sea maneuvers close to shore near PYC's lawn.

All festively decorated sail and powerboats are invited to participate in the boat parade. Participants will cruise from Bayou Chico to the Navy Base and Plaza De Luna before heading back by PYC's docks to be officially "blessed" and judged in categories of best-decorated sail and powerboat.

Nearby marinas have graciously offered complimentary slips for participating boats to use after the parade temporarily. PYC will provide a van to pick up boat crews who want to return to PYC for the decorated boat awards ceremony.

The day's festivities will end with a traditional nautical sundowners ceremony.

Whether you are a landlubber, a boat person, or just want to support the Navy's Centennial, bring your family, and join your friends and community at Pensacola Yacht Club's Navy Centennial Community Day Celebration Saturday, May 7, 2011. For more information, call 433.8804.

2011 PYC Board of Directors

Position	Name
Commodore	McMillan, Alan
Vice Commodore	Allen, Jere
Rear Commodore	McKinnon, Susan
Fleet Captain	Buziak, John
Secretary	Knight, Bernard A.
Treasurer	Smithson, F. Daniel
Commodore Emeritus	Foreman Jr., Sam
Marina & Dry Storage	Hargrove, Charles Lee
Fleet Chaplin	Gray, Reverend John F.
Development	Hamilton, Conrad W.
Junior Sailing	Partington, Bruce
Entertainment	Leidner, Robert
Risk Management	Whitman, Linda

Articles Of Incorporation Of Pensacola Yacht Club, Inc

Whereas, Pensacola Yacht Club, Inc., on September 1, 1939, and prior thereto, was a non-profit corporation operating under a Charter approved by a Circuit Judge of the First Judicial Circuit of Florida in and for Escambia County, Florida;

Whereas, the corporation re-incorporated in accordance with the provisions of S 617.012, Florida Statutes, on or about December 31, 1962, such action having been approved by a majority of the members at a special meeting of the membership of the said corporation, called and held in accordance with the provisions of its Charter, Constitution and By-Laws and at which a quorum was present and voting throughout; and

Whereas, an agreement has been entered into providing for the merger of Pensacola Yacht Haven, Inc., into Pensacola Yacht Club, Inc., a non-profit corporation, in accordance with the provisions of Chapter 617, Florida Statutes, and such agreement was approved by a two-thirds majority of the members present and entitled to vote at a special meeting of the membership of said corporation, called and held in accordance with the provisions of its Charter, Constitution and By-Laws and at which a quorum was present and voting throughout; therefore,

Know all men by these presents, that the Articles of Incorporating of Pensacola Yacht Club, Inc., shall be as follows:

ARTICLE I

The name of the corporation shall be Pensacola Yacht Club, Inc.

ARTICLE II

The purpose for which the corporation is organized are:

- (a) To encourage and extend the use and navigation of pleasure craft upon the waters of Pensacola Bay and adjacent waters;

Yacht Haven, Inc., stock outstanding immediately before the effective date shall cease on the effective date to be shareholders, and shall have no right with respect to the stock except the right to exchange such stock for membership or to receive payment for it as provided in the Articles of Incorporation of Pensacola Yacht Haven, Inc., or under the laws of the State of Florida, and their sole rights with respect to their shares of Pensacola Yacht Haven, Inc., stock shall be to exchange such stock or to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

ARTICLE XV

former active regular members, now
 All/; life members, of Pensacola Yacht Club, Inc.,

at and as of the effective date of the merger of the constituent corporations, shall receive a non-transferable certificate of membership in Pensacola Yacht Club, Inc., within the same time period and under the procedures set forth herein for the exchange of shares of Pensacola Yacht Haven, Inc., for certificates of membership of Pensacola Yacht Club, Inc.

ARTICLE XVI

Pensacola Yacht Club, Inc., shall have the right to purchase any and all outstanding common stock of Pensacola Yacht Haven, Inc., at the price and on the terms specified in the Articles of Incorporation of Pensacola Yacht Haven, Inc.

IN WITNESS WHEREOF, the PENSACOLA YACHT CLUB, INC., has caused these presents to be executed by the proper officers thereof under seal of the corporation, this 27th day of June, 1978.

PENSACOLA YACHT CLUB, INC.

By Harold B. Puleo
 Commodore

ATTEST:

John R. Meyer
 Secretary

Signed, sealed and delivered
 in the presence of

J. P. Hill
John R. Meyer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared S. S. FULFORD and JOHN R. MCGEE, Commodore and Secretary of Pensacola Yacht Club, Inc., respectively, to me known to be the persons so described in and who executed the foregoing Articles of Incorporation, and acknowledged to and before me that they executed the same for the uses and purposes therein set forth.

WITNESS my hand and seal in the County and State named above, this 29th day of JUNE, 1978.

J. P. Hill
Notary Public, State of Florida
at large.
My commission expires: 1/14/79

Alison A. Perdue

From: Debi Panyko [dpanyko@pensacolachamber.com]
Sent: Monday, March 21, 2011 10:20 AM
To: Alison A. Perdue
Cc: Jack Williams
Subject: CoNA Sponsorship
Attachments: \$5,000.pdf; CONA(7x4.625).pdf

Alison –

Good morning! I am following up on a request you made to Jack Williams Friday. Attached please find a sponsorship form for our Centennial of Naval Aviation (CoNA) activities at the \$5,000 level for this year.

I understand that the primary question has to do with "heads in beds." While many of our plans do reach out to the current military members stationed at our area bases, the primary overall purpose is to encourage former military aviators and crew members to return to Pensacola throughout this year. E W Bullock and Associates is handling our media buys & placements and are teaming the CoNA message in with over 99% of the National Naval Aviation Museum advertising along with much of the Visit Pensacola efforts. This is a part of the overall campaign efforts showing that Pensacola is more than just our beaches. I have attached a sample of that advertising.

Our website, www.celebrateflight.com, has been a tremendous success reaching interested individuals literally around the world. We are continuously updating activities and information as it is finalized. Ads have been placed in regional & national publications encouraging visitors to visit Pensacola during this year of special recognition.

Sponsorship funding will allow us to increase our outreach efforts and allow us to expand events to assure that returning aviators and their families have memorable experiences while here. We have commitments from Commanding Officers of bases throughout Navy Region Southeast and the State's VA Offices to support our efforts by getting information out throughout their organizations. We are working hard to encourage both reunions and also actual "site visits" from former Naval personnel now in civilian organizations.

Please let me know if you need additional information.

Take care –

Debi

Debi Panyko | Program Manager, Armed Services
Pensacola Bay Area Chamber of Commerce
ph: (850) 438-4081 | fx: (850) 438-6369 | cell: (850) 384-5459
e: dpanyko@pensacolachamber.com | w: www.PensacolaChamber.com



Please Fax, Mail or E-mail to:

Fax: 850-438-6369 • **Mail:** Debi Panyko • 117 W. Garden St. • Pensacola, FL 32502 •

E-mail: dpanyko@pensacolachamber.com

APPLICATION FOR SPONSORSHIP

ORGANIZATION NAME

CONTACT NAME

ADDRESS

CITY

STATE

ZIP

TELEPHONE

FAX

EMAIL

SPONSORSHIP PACKAGE \$5,000 Gold Sponsor

- Permission to use Pensacola CoNA logo within your organization's marketing materials
- Recognition in Pensacola CoNA collateral pieces
- Logo and link placement on Pensacola CoNA website
- Advertisement placement in Souvenir program/book (TBD)
- Special VIP invitations and recognition at select Pensacola CoNA events
- Special invitations to exclusive events throughout the CoNA year
- Use of CoNA historical banners at agreed upon times and locations throughout the year
- Other agreed upon items:

- _____
- _____
- _____

Method of payment

- Invoice me
- Check enclosed (make checks payable to Pensacola Bay Area Chamber of Commerce)
- Credit Card (Please contact Debi Panyko 438-4081 x. 227)

Sign _____

Date _____

Authorized Company Representative

PENSACOLA • FL
★ 1911 - 2011 ★
100
NAVAL AVIATION



Celebrating 100 Years of Naval Aviation

Join us here in Pensacola, the “Cradle of Naval Aviation,” as throughout 2011 we celebrate the Centennial of Naval Aviation. From spectacular Blue Angels air shows, to historic reenactments and special exhibits at the world-renowned National Naval Aviation Museum, there is no time like the present to celebrate naval aviation’s illustrious past.

(800) 874-1234 • www.celebrateflight.com



STUDER GROUP

PEN AIR
FEDERAL CREDIT UNION

Raytheon
Customer Success Is Our Mission

NAVY FEDERAL
Credit Union

Amy L. Lovoy

From: Aretta Green
Sent: Monday, March 28, 2011 10:09 AM
To: Amy L. Lovoy; Alison A. Perdue
Subject: FW: Request for Funds for Kappa Alpha Psi

From: Samuel Bolden [mailto:smbolden@cox.net]
Sent: Sunday, March 27, 2011 3:12 PM
To: Aretta Green
Cc: Sam & Myra
Subject: Request for Funds for Kappa Alpha Psi

As the co-chair of Kappa Alpha Psi's Province Planning Committee and, on behalf of our organization's 61st Province Council Meeting, April 7-9, 2011, I would like to request funds to support this event in the amount of \$3,500.

If you have any questions, please contact me at your earliest convenience.

Thanks,

Sam Bolden



The Pensacola Alumni Chapter of
KAPPA ALPHA PSI FRATERNITY, INC.
P.O. BOX 18193 • PENSACOLA, FL 32522-8193

March 22, 2011

RECEIVED

MAR 24 2011

BCC-District 3

Commissioner Marie Young
Board of County Commissioners
Escambia County, Florida
221 Palafox Place, Suite 400
Pensacola, FL 32591

Dear Commissioner Young:

The Pensacola Alumni Chapter was established in 1946 under the founding principles of "Achievement in Every Field of Human Endeavor." For over 60 years, our chapter has been an integral part of the Pensacola community in providing scholarships to area high school students, in addition to participating in an array of cultural, education and civic projects to support our community.

On April 7-10, 2011, The Pensacola Alumni Chapter will host the 61st Southern Province Council where over 400 Kappa men (and their quests) from Alabama, Florida, The Bahamas, Panama and The U.S. Virgin Islands will gather to celebrate 61 years of provincial service. All events will take place at the New Holiday Inn Pensacola Beach and at the Hilton Inn Resort on beautiful Pensacola Beach.

Our Provincial Council will kick off the activities with a Public Meeting at 7 pm, Thursday night, April 7 at the Hilton. A gala reception will follow the public meeting and the public is invited to attend.

It is anticipated that our fraternity members will pump approximately 1 million aggregate dollars into Pensacola Beach economy. Additionally, I could check with the two hotels that are hosting our members to determine how many are registered as of March 22. Please advise. I can be reached via email: smbolden@cox.net or home phone, 433-8372 or cell, 384-5642. Thank you very much for your cooperation.

Sincerely,

Samuel H. Bolden,
Co-Chair Province Planning Committee

COUNTY ATTORNEY'S REPORT

April 7, 2011

I. FOR ACTION

1. Resolution Canceling Taxes on Property Acquired by Escambia County
Recommendation: That the Board adopt a resolution canceling the taxes on a parcel of agricultural property acquired by Escambia County for a park and recreation area from Kale and Donna Schneider on January 13, 2009.
2. Local Government Entity Short Form in the Eastern District of Louisiana Concerning the BP Oil Spill of April 20, 2010
Recommendation: That the Board:
 - A. Authorize the filing of the Local Government Entity Short Form in the Eastern District of Louisiana (Judge Barbier presiding) concerning the BP Oil Spill of April 20, 2010 by the County Attorney; and
 - B. Authorize the Deputy County Attorney to sign the form on behalf of the Board.
3. United Cerebral Palsy of Northwest Florida, Inc. - Financing
Recommendation: That the Board adopt the attached resolution appointing the governing board of Santa Rosa County, Florida, as the official hearing body for the required public hearing for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") for Escambia County relating to the Escambia Project.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Action Item #: 1.

County Attorney's Report

Date: 04/07/2011
Issue: Resolution Canceling Taxes on Property Acquired by Escambia County
From: Stephen G. West, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board adopt a resolution canceling the taxes on a parcel of agricultural property acquired by Escambia County for a park and recreation area from Kale and Donna Schneider on January 13, 2009.

BACKGROUND:

At the closing on January 13, 2009, the Tax Collector's Office was notified that the County had acquired the property and that the taxes for 2009 should be canceled in accordance with Section 196.295, Florida Statutes. Unfortunately, the taxes were not canceled. When the Property Appraiser's Office subsequently learned that the County had acquired the property, it removed the agricultural classification but, did not classify the property as government owned and exempted from taxation. Later that year the Property Appraiser's Office extended the tax rolls at a significantly increased non-agricultural assessment of \$372.11. The property was eventually classified as exempt in 2010 but the 2009 tax assessment remains.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Pursuant to Section 196.28, Florida Statutes, the Board has the power to cancel taxes on property acquired for public use.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution to Cancel Taxes

Resolution R2011-_____

RESOLUTION TO CANCEL TAXES AND TAX CERTIFICATES ON A PARCEL OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 196.28, Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the property described in Official Record Book 6415 at pages 251-252 of the public records of Escambia County was acquired by Escambia County for use as a public park and recreation area on January 13, 2009; and

WHEREAS, taxes on the property for 2009 were not canceled as required by Section 196.295, Florida Statutes;

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

Section 1. That the following taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 12-2980-000	
Taxes for the current year	\$ 0.00
Taxes for 2010	\$ 0.00
Taxes for 2009	\$ 372.11

Section 2. That upon receipt of a certified copy of this Resolution, the proper officials of Escambia County are authorized, empowered and directed to make proper entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the Property.

Section 3. This Resolution is effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date March 25, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Action Item #: 2.

County Attorney's Report

Date: 04/07/2011
Issue: Local Government Entity Short Form in the Eastern District of Louisiana Concernin the BP Oil Spill of April 20, 2010
From: Charles V. Pepler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board:

A. Authorize the filing of the Local Government Entity Short Form in the Eastern District of Louisiana (Judge Barbier presiding) concerning the BP Oil Spill of April 20, 2010 by the County Attorney; and

B. Authorize the Deputy County Attorney to sign the form on behalf of the Board.

BACKGROUND:

As this Board is well aware, on April 20, 2010 the mobile off-shore drilling unit (MODU) Transocean exploded causing an oil spill which visited extensive economic and physical damage to several Gulf Coast states. MODU Transocean has filed a claim under the 1851 federal Act called the Limitation of Liability Act which allows it to place into the court registry the value of the MODU (approximately \$26 million) requesting that those harmed or injured by the oil spill file a response to the claim. The Plaintiffs Steering Committee in the multi-district litigation has invited interested parties to file short forms to preserve their rights to a share of the value of the MODU. There are certain constraints to Transocean's attempt to limit its liability. The law is clear that claims under the Oil Pollution Act of 1990 are not extinguished by Transocean's claim. However, it is less clear as to whether claims under Florida statutory and case law can be extinguished. Because the law is unclear, this office recommends that a court-approved, local government entity short form be filed in case no. 10-9999. By order of Judge Barbier, the filing of this form shall be deemed to be simultaneously filed in case nos. 10-2771 and MDL 2179 which will preserve the County's litigation rights involving BP and other responsible parties. On the short form, the County will be claiming in general terms, loss of tax revenue, damages to natural resources, and diminution in the value of property which will affect the County's ability to levy ad valorem taxes.

The short form must be filed on or before April 20, 2011. The District Court has waived any filing fees or service of process on any of the responsible parties. The short form will not include the sum of \$1,841,171.00 paid by BP. However, all other items of damage not encompassed by the partial release and damages that post-date the months claimed in the partial release will be pursued both in the limitation of liability litigation as well as any other legal channel available to the County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Action Item #: 3.

County Attorney's Report

Date: 04/07/2011
Issue: United Cerebral Palsy of Northwest Florida, Inc. - Financing
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board adopt the attached resolution appointing the governing board of Santa Rosa County, Florida, as the official hearing body for the required public hearing for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") for Escambia County relating to the Escambia Project.

BACKGROUND:

United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower") has requested that Santa Rosa County assist the Borrower in a tax-exempt lease financing with a principal component not in excess of \$2,350,000 (the "Financing") to provide funds to finance the costs of the acquisition, installation and equipping of certain social service center facilities to assist individuals with cerebral palsy located or to be located at the following locations, among others (i) 2912 North E Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative facility; (ii) 2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a technical educational/training facility; (iii) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (iv) 3841 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (v) 3016 Swan Lane, Pensacola, Florida (Escambia County) 32504 for use as a group home; (vi) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (vii) 1000 W Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; and (viii) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the "Escambia Project") to be owned and operated by the Borrower.

Since a portion of the Financing is to finance and/or refinance the Escambia Project, it is useful and desirable for the Borrower and Santa Rosa County to obtain the consent of Escambia County to be later memorialized in an Interlocal Agreement between Santa Rosa County and Escambia County and necessary for the governing body of Escambia County to memorialize its approval of the Project, along with the governing body of Santa Rosa County, for purposes of Section 147(f) of the Code.

The public hearing required by the Code has been advertised for a location that is convenient for the citizens of Escambia County to attend. It is desirable to have the public hearing at one place and time as a joint undertaking of Escambia and Santa Rosa Counties.

BUDGETARY IMPACT:

No funds of the County will be expended in connection with the Financing.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Financing.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

To ensure compliance with the provisions of Article VII, Escambia County Code of Ordinances, as amended.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION R2011-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING SANTA ROSA COUNTY, FLORIDA, TO CONDUCT A PUBLIC HEARING FOR A FINANCING BY SANTA ROSA COUNTY FOR UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC., RELATING TO CERTAIN PROJECTS LOCATED IN ESCAMBIA COUNTY.

WHEREAS, United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower") has requested that Santa Rosa County, Florida, as issuer ("Santa Rosa County") assist the Borrower in a tax-exempt lease financing with a principal component not in excess of \$2,350,000 (the "Financing") to provide funds to finance the costs of the acquisition, installation and equipping of certain social service center facilities to assist individuals with cerebral palsy located or to be located at the following locations, among others (i) 2912 North E Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative facility; (ii) 2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a technical educational/training facility; (iii) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (iv) 3841 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (v) 3016 Swan Lane, Pensacola, Florida (Escambia County) 32504 for use as a group home; (vi) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (vii) 1000 W Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; and (viii) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the "Escambia Project") to be owned and operated by the Borrower;

WHEREAS, since a portion of the bond issue is to finance and/or refinance the Escambia Project, it is useful and desirable for the Borrower and Santa Rosa County to obtain the consent of Escambia County to be memorialized in an Interlocal Agreement between Santa Rosa County and Escambia County (the "Interlocal Agreement") and necessary for the governing body of Escambia County to memorialize its approval of the Project, along with the governing body of Santa Rosa County, for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, since the public hearing required by the Code has been advertised for a location that is convenient for the citizens of Escambia County to attend, it is desirable to have the public hearing at one place and time as a joint undertaking of Escambia and Santa Rosa Counties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD (THE "BOARD") OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, and Chapter 159, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. "Chairman" as used herein refers to the Chairman or the Vice-Chairman of the Board unless specifically indicated otherwise. Throughout this document when reference is made to "Chairman," the Chairman or Vice-Chairman may act independently and interchangeably in performing the duties and functions ordained herein. The term "Clerk" as used herein refers to the County Clerk of Escambia County. Throughout this Resolution when reference is made to the "Clerk," the Clerk or any Deputy Clerk of Escambia County may act independently and interchangeably in performing the duties and functions ordained herein. All terms used herein in capitalized form and defined in the preambles hereto shall have the meanings ascribed thereto in such preamble.

SECTION 3. JOINT UNDERTAKING. Notice of a public hearing to be held by the governing body of Santa Rosa County at 9:30 a.m. on April 14, 2011, at the normal meeting place of the Santa Rosa County Board of County Commissioners, located in the Board Room, Santa Rosa County Administrative Building, 6495 Caroline Street, Milton, Florida, inviting comments and discussions concerning the Financing was published in the Pensacola News Journal, a newspaper of general circulation in Escambia, Florida, at least fourteen (14) days prior to such date. The location of the hearing is within 100 miles of the county seat of Escambia County. The governing board of Santa Rosa County is hereby appointed as the official hearing body for the required public hearing for Escambia County, and such public hearing shall be and constitute a joint undertaking within the meaning of the Code.

SECTION 4. FURTHER INSTRUMENTS AND ACTIONS. Escambia County's approval of the Financing shall be subject in all respects to adoption of a subsequent resolution of the governing board of Escambia County, in its sole discretion. The Borrower shall be liable for all costs incurred by Escambia County in connection with the Financing, with this resolution and any subsequent resolution hereafter adopted. The Borrower shall comply with all requirements of Escambia County's code of ordinances relating to conduit bonds and bank qualified borrowings.

SECTION 5. NO PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement contained in this resolution or the Interlocal Agreement or any resolution or document related thereto, or under any judgment obtained against Escambia County, or by the enforcement of any assessment or by legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Resolution, shall be had against any member of the governing board of Escambia County, or agent, employee or officer, as such, past, present or future, of Escambia County, either directly or through Escambia County.

SECTION 6. LAWS GOVERNING. This Resolution shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Florida (the "State").

SECTION 6. PREREQUISITES PERFORMED. All acts, conditions and prerequisites relating to the passage of this Resolution and required by the Constitution or laws of the State to happen, exist and be performed precedent to and in the passage hereof have happened, exist and have been performed as so required.

SECTION 7. SEVERABILITY. If any one or more of the covenants, agreements, or provisions contained herein shall be held contrary to any express provisions of law or contrary to

the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions hereof and thereof and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 8. REPEALER. All resolutions or Resolutions or parts thereof of Escambia County in conflict with the provisions herein contained are, to the extent of any such conflict, hereby superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

SECTION 10. LIMITED APPROVAL. The approval given herein shall not be construed as (i) an endorsement or guaranty of the creditworthiness of the Borrower or the financial viability of the Escambia Project, (ii) a recommendation to any other prospective lender to participate in the Financing, or (iii) any necessary governmental approval relating to the Escambia Project, and Escambia County shall not be construed by reason of its adoption of this Resolution to have made any such endorsement, finding or recommendation or to have waived any of Escambia County's rights or estopping Escambia County from asserting any rights or responsibilities it may have in that regard.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Escambia County, Florida on the 7th day of April, 2011.

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

(SEAL)

By: _____
Chairman

ATTEST:

**ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

This document approved as to form and legal sufficiency
By [Signature]
Title County Attorney
Date 3/29/11