

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 21, 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 Valentino.
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. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation proclaiming April 2011 as "National Autism Awareness Month" in Escambia County; and

B. The Proclamation proclaiming May 1, 2011, as "Law Day" in Escambia County.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and congratulating Ginger C. Lee, Animal Control Officer, Corrections Bureau, on her retirement after 12 years of service;

B. The Proclamation commending and congratulating Louise D. McKendrick, Emergency Communications Dispatcher, Public Safety Bureau, on her retirement after 32 years of service;

C. The Proclamation commending and congratulating Michael A. Posello, Maintenance Technician, Public Works Bureau, on his retirement after 9 years of service; and

D. The Proclamation commending and congratulating Peggy L. Reed, Emergency Medical Specialist, Public Safety Bureau, on her retirement after 18 years of service.

8. Written Communication - February 10, 2011, email communication from Patricia Reed, REO Community Programs, CitiMortgage, requesting that the Board forgive two Code Enforcement Liens against property located at 5653 Wickford 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. 5:31 p.m. Public Hearing for Consideration of Designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas.

Recommendation : That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning designating the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas:

A. Hold the **first** Public Hearing to receive input on the proposed designation of the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas; and

B. Approve the scheduling and advertising the **second** of two Public Hearings for May 5, 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.

[Funding Source: CRA Admin. Fund 151, Cost Center 220523, Object Code 54901]

11. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the April 12, 2011, C/W Workshop, recommends that the Board take the following action:

A. Approve, with respect to the County's Agreements under Baars Field, located on Sorrento Road, that no transaction for the transfer of that County owned property will occur until the YMCA and its representatives come forward, within two years, with a feasibility study to determine whether the YMCA should be located at the site, and allow the County to go forward with an Agreement at that point, subject to their willingness to develop the site, with ingress/egress to meet current transportation requirements at the time (of development) and that egress be favored to Gulf Beach Highway (C/W Item 4);

B. Accept (the transfer of jurisdictional control of) Olive Road and (State Road) 292 (from the State of Florida to Escambia County [C/W Item 8]);

C. Authorize staff to proceed with the recommendation in the PowerPoint Presentation, entitled, Obtaining Easements on Perdido Key for Maintenance of FEMA Berms/Dunes and Beach Renourishment, specifically, (to obtain 12 to 15 year easements to property) between the Perdido Key State Park and Johnson Beach (C/W Item 9);

D. Authorize staff, at the appropriate time, to send notification letters to Pensacola Beach residents, whose Municipal Services Benefit Unit assessments are past due, that liens are subject to be filed against their properties (C/W Item 10);

E. Authorize staff to proceed with drafting a Resolution that includes the following four items indicating the Board's intent, as listed in the Pensacola Beach Advocates (PBA) Fee Simple Title, Proposed Resolution, relative to transfer of fee simple title to Pensacola Beach leaseholders (C/W Item 11):

(1) Wherever possible, fee simple title will be offered directly to sub lessees;

(2) Lease fees will be eliminated for all leaseholders, including those who do not accept fee simple title;

(3) The Santa Rosa Island Authority or similar entity will be maintained to provide the current level of service in the areas of public safety, maintenance, and recreational promotion; and

(4) There is no intention to amend the Pensacola Beach portion of the Escambia County Master Plan, rezone residential lots for commercial or condominium development, or alter the residential building cap; and

F. Authorize the County Administrator and the County Attorney to develop a concealed weapon policy for Code Enforcement (C/W Item 12).

12. Reports:

**Clerk & Comptroller's Report**

I. Consent

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

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. Payroll Expenditures for Pay Date April 15, 2011, in the amount of \$2,154,075.55;

B. The following two Disbursements of Funds:

(1) March 31, 2011, to April 6, 2011, in the amount of \$12,653,880.11; and

(2) April 7, 2011, to April 13, 2011, in the amount of \$4,579,878.74;

C. The following two Budget Comparison Reports for the first six months of Fiscal Year 2010-2011:

(1) Summarized, by fund, Budget to Actual Comparison as of March 31, 2011; and

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of March 31, 2011; and

D. The Investment Report for month ended March 31, 2011.

2. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

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

A. The Pensacola Sports Association, Inc., Pensacola, Florida, Financial Statements, September 30, 2010, with Independent Auditor's Report, as prepared and audited by Carlson Company, Chartered, Certified Public Accountants, and received in the Clerk to the Board's Office on April 1, 2011;

B. Closing documents relating to the sale of surplus property, located at 7940 Hayworth Avenue, to Wendell S. Graham, as approved by the Board on April 8, 2010, executed by the Chairman on April 4, 2011, and received in the Clerk to the Board's Office on April 4, 2011; and

C. Closing documents relating to the sale of surplus property, located at 1100 Block of McKinnonville Road, to Wendell S. Graham, as approved by the Board on July 8, 2010, executed by the Chairman on April 4, 2011, and received in the Clerk to the Board's Office on April 4, 2011.



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

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

- A. Approve the Minutes of the Attorney-Client Session held April 7, 2011;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 7, 2011; and
- C. Approve the Minutes of the Regular Board Meeting held April 7, 2011.

## County Administrator's Report

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition/Donation of a Vehicle Speed-Calming Smart Machine to Escambia County Sheriff's Office - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form and donation of the property listed on the form (vehicle speed-calming smart machine) to the Escambia County Sheriff's Office (ECSCO). The item is to be utilized by the ECSCO as required in the Warrington Redevelopment Area corridors as a vehicle speed-calming device.

2. Recommendation Concerning CRA Meeting Minutes February 17, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the February 17, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

3. Recommendation Concerning the Enterprise Zone Development Agency First Quarter Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the April 21, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) First Quarter Report.

4. Recommendation Concerning a Request to Schedule a Public Hearing for Consideration of the Renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management, Department Director

That the Board authorize the scheduling of a Public Hearing for May 5, 2011, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste, Account Number 343402]

5. Recommendation Concerning Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve four Request for Disposition of Property Forms, indicating twenty items, all of which are described and listed on the forms, with reasons for disposition stated for each. The items will be auctioned as surplus, traded to another Cost Center or disposed of properly.

All surplus property listed on the Request for Disposition of Property Forms 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 forms have been signed by all applicable authorities, including Division Manager, Department Director or designee, County Administrator, and, if applicable, an Information Technology Technician.

6. Recommendation Concerning Request for Disposition of Property for the Development Services Department - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the two Request for Disposition of Property Forms for a hand-held trim ball and Dell Precision computer for the reasons for disposition stated on each, with the items to be sent for recycling, since they are in bad condition and unusable.

7. Recommendation Concerning Board Policy for Real Property Acquisitions Related to Road and Drainage Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the "Real Property Acquisitions Related to Road and Drainage Projects" Policy. Under this policy, real property acquisitions related to road and drainage projects will not require authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition process. However, Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

Real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or at a regular Board meeting for authorization to initiate the acquisition process.

8. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Proposed Vacation of a Portion of Valle Escondido Drive, Creekside Oaks Subdivision - Joy D. Blackmon, P. E., Public Works Department Director

That the Board schedule a Public Hearing for May 19, 2011, at 5:31 p.m., to consider the proposed vacation of a portion of Valle Escondido Drive, Creekside Oaks Subdivision (approximately 4138.2 square feet or 0.095 acres), on the Board's own Motion.

Valle Escondido Drive, (R/W Varies), is a paved, County-maintained road dedicated to the County, pursuant to the plat of Creekside Oaks Subdivision, as recorded in Plat Book 15, Page 41, of the Public Records of Escambia County. The portion of Valle Escondido Drive proposed to be vacated, (approximately 4138.2 square feet or 0.095 acres), lies at the southwest terminus of Valle Escondido Drive, as shown on Exhibit "A."

9. Recommendation Concerning Reduction of a Vacant Division Manager Position and Abolishment of an Urban Planner I Position in the Development Services Department for an Annual Savings of \$80,232 - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the reduction of a vacant Division Manager position to a Senior Urban Planner. The duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department. Due to the level of additional responsibility placed upon those individuals, the upgrade to a higher level Senior Planner is warranted.

The reduction of the vacant Division Manager position and the abolishment of the Urban Planner I position will be a total annual savings of \$80,232.

10. Recommendation Concerning Reappointment to the Tourist Development Council - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures and reappoint Naresh (Nash) Patel, for a four-year term, effective May 1, 2011, through April 30, 2015, as a "Hotel/Motel Industry" appointee.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #168 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, General Fund (001) in the amount of \$140,295, to recognize reimbursement proceeds from off-duty deputy employment expenses, and to appropriate these funds back into the Escambia County Sheriff's operating budget.

2. Recommendation Concerning Supplemental Budget Amendment #170 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #170, Misdemeanor Probation Fund (114) in the amount of \$10,688, to recognize an insurance reimbursement for lockers damaged at the Work Release Facility, and to appropriate these funds back to where the lockers were purchased.

3. Recommendation Concerning Supplemental Budget Amendment #172 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #172, FTA Capital Project Fund (320) in the amount of \$1,335,000, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds for capital purchases by the Escambia County Area Transit System (ECAT).

4. Recommendation Concerning Supplemental Budget Amendment #173 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #173, Other Grants and Projects Fund (110) in the amount of \$41,010, to recognize the remaining balance of the Department of Energy (DOE) Grant, and to appropriate these funds into the current Fiscal Year's Budget.

5. Recommendation Concerning Supplemental Budget Amendment #174 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #174, Other Grants and Projects Fund (110) in the amount of \$94,477, to recognize reimbursements from British Petroleum (BP) due to expenses incurred during the presidential visit in June 2010, and to appropriate these funds for use by the Escambia County Sheriff's Office.

6. Recommendation Concerning Service of Process Contract with the State of Florida, Department of Revenue - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the State of Florida, Department of Revenue Standard Contract between Escambia County and the State of Florida, Department of Revenue (DOR), for reimbursements related to service of process and execution of writs for child support enforcement orders issued by DOR. This Contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 unit rate for writs.

7. Recommendation Concerning Approval of Fiscal Year 2010/2011 Miscellaneous Appropriations Agreements for Pensacola Bay Area Chamber of Commerce, Inc., Pensacola Sports Association, Inc., and Perdido Key Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2010/2011 Miscellaneous Appropriations Agreements for Pensacola Bay Area Chamber of Commerce, Inc., Pensacola Sports Association, Inc., and Perdido Key Area Chamber of Commerce, Inc.:

A. Approve the following Fiscal Year 2010/2011 Miscellaneous Appropriations Agreements, to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201:

1. Pensacola Bay Area Chamber of Commerce, Inc., \$355,101;
2. Pensacola Sports Association, Inc., 55,340; and
3. Perdido Key Area Chamber of Commerce, Inc., 41,505;

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

C. Approve the necessary Purchase Orders.

8. Recommendation Concerning Sanchez Court Rental Rehabilitation/Mitigation Project, PD 10-11.015 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to E.B. Morris General Contractors, Inc., for the Sanchez Court Rental Rehabilitation/Mitigation Project, Contract PD 10-11.015, for the base bid amount of \$1,442,218.

[Funding: Fund 110 Other Grants and Projects/DCA, CDBG Disaster Grant, Cost Center 220436, Object Code 58301]

9. Recommendation Concerning Contract Award PD 06-07.038, Brownfields Services - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Brownfields Services, PD 06-07.038:

A. Award a Task-Order-based continuing Contract to Sigma Consulting Group, Inc., per PD 06-07.038, Brownfields Services, on a "Maximum Ceiling" basis fee schedule as follows;

Maximum Overhead – 168%

Maximum Profit – 12%

Maximum FCCM – 1.50%

Maximum Multiplier – 301.66% (providing no single item above is exceeded)

Existing Hourly Rates for each firm (based on an audited or auditable financial package); and

B. Authorize the Department(s) in conjunction with the Office of Purchasing to negotiate Task Orders, according to Florida Statue 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funds to be budgeted for on an annual basis]

10. Recommendation Concerning ECAT Pavement Rehabilitation - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract PD 10-11.011, ECAT (Escambia County Area Transit) Pavement Rehabilitation, for the total amount of \$165,450, for the base bid plus additive alternates 2, 3, 4 and 5 to Aero Training and Rental, Inc.

[Funding: Fund 320, FTA Capital Grant, Cost Center: 270315]

11. Recommendation Concerning the Unit Price Contract Award for PD 10-11.029, Southwest Escambia County Sports Complex - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Unit Price Contract for the construction of the Southwest Escambia County Sports Complex, PD 10-11.029, to Panhandle Grading & Paving, Inc., in the amount of \$8,823,584.13.

[Funding: Fund 352, LOST III, Cost Center 350235, Object Code 56301, Project #11PR1172, \$5,636,583. Fund 351, LOST I, Cost Center 350233, Object Code 56301, Project # 08PR0102, \$3,187,001.13]

12. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 1505 West Avery Street - Keith Wilkins. REP. Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1505 West Avery Street:

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Beulah's Pre-K and Learning Center, Inc., owner of commercial property located at 1505 West Avery Street, Pensacola, Florida, in the Englewood Redevelopment Area, in the amount of \$2,350, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, 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 installation of sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.



13. Recommendation Concerning Commercial Facade Grant Program 11 Cancellations of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

A. Approving the following 11 Commercial Facade, Landscape, and Infrastructure Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Tzy-Yn Hua	805 North Navy Boulevard	\$10,000
Pete Moore Chevrolet, Inc.	106 New Warrington Road	\$10,000
Caribbean Landscaping of NWFL, Inc.	3704 West Navy Boulevard	\$10,000
Goldstein Enterprises, LLC	5 Clarinda Lane	\$10,000
Marcus Rimmer	4800 North "W" Street	\$4,960
Smitty's Pool Hall, Inc.	2400 North "L" Street	\$887.50
Renaissance Man, Inc.	2203 North Pace Boulevard	\$2,558.97
Lakeview Center, Inc.	2001 North "E" Street	\$10,000
Tippy's Tavern, Inc.	3970 Barrancas Avenue	\$10,000
Kerr Treehouse Day Care and Learning Center, Inc.	3912 Barrancas Avenue	\$10,000
Deborah Dunlap	3670 Barrancas Avenue	\$10,000; and

B. Authorizing the Chairman to execute the Cancellation of Liens.

14. Recommendation Concerning Change Order to Purchase Order #291405-8 to Cameron-Cole, LLC, for 603 West Romana Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order relating to the interim source removal of contaminated soil at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$108,958.76
Vendor:	Cameron-Cole, LLC
Project Name:	603 West Romana Street/Former Escambia County Mosquito Control Facility
Contract:	PD 06-07.038
PO No.:	291405
CO No.:	8
Original Award Amount:	\$ 59,218.82
Cumulative Amount of Change Orders through CO #8	<u>\$277,985.27</u>
New Contract Total:	<u>\$337,204.09</u>

[Funding Source: 2010 Community Development Block Grant (CDBG), Fund 129, Cost Centers 220435, Object Code 53101]

15. Recommendation Concerning Commercial Façade Grant Funding and Lien Agreements for 3107 Mobile Highway - Keith Wilkins. REP. Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Façade Grant Funding and Lien Agreements for the property located at 3107 Mobile Highway:

A. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kim Rice, owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$9,631, 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 a chain link fence and a privacy wood fence; and

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

16. Recommendation Concerning Sign Grant Funding for 847 North Navy Boulevard - Keith Wilkins. REP. Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 847 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$1,606, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, 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: replace the free-standing sign; and

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

17. Recommendation Concerning Commercial Façade Grant Funding and Lien Agreements for 3904 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3904 West Navy Boulevard:

A. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Drake Enterprises, LLC, owner of commercial property located at 3904 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for parking lot improvements to include striping; and

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

18. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3835 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3835 West Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and AMA Vetcare, Inc., owner of commercial property located at 3835 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, 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: paint the exterior building, install a new awning, resurface the parking lot, and improve the landscaping; and

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

19. Recommendation Concerning Hot-In-Place Asphalt Project (Bid No. 2009-010) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to piggyback off the Agreement between the City of Margate and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project, Bid Number 2009-010, for an amount not to exceed \$303,655, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval, and award a Contract for repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street, and Bridlewood Road.

[Funding: Fund 352, Local Option Sales Tax III Fund, Cost Center 210107, Object Code 56301, Project Number 08EN0208, Resurfacing]

20. Recommendation Concerning Street Lighting on Northpointe Parkway, from Briar Oak Drive to Scenic Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize Gulf Power Corporation to provide and install five street lights on Northpointe Parkway, between Briar Oak Drive and Scenic Highway, to address citizen safety concerns. The utilization cost for the five lights is \$105 per month. Gulf Power Corporation will install the street lights within 30 days of Board authorization.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 270201 "Traffic Operations and Planning," Object Code 54301 "Utility Services"]

21. Recommendation Concerning the Acquisition of Real Property, Located at 11794 Mobile Highway from Ricky and Traci Herndon - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property, located at 11794 Mobile Highway, from Ricky and Traci Herndon:

A. Authorize staff to make an offer to Ricky and Traci Herndon to purchase a parcel of real property (0.52 acres with a residential structure consisting of approximately 1,100 square feet) for the appraised amount of \$165,000; 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 April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel of real property to facilitate the installation of a boat ramp. The subject parcel, owned by Ricky and Traci Herndon and located at 11794 Mobile Highway, is 0.52 acres with a residential structure consisting of approximately 1,100 square feet. This is waterfront property with approximately 70 feet of frontage along Perdido River.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, "Boat Ramps"]

22. Recommendation Concerning the Acquisition of Real Property, Located at 11790 Mobile Highway, from Michael R. Monsour - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property, located at 11790 Mobile Highway, from Michael R. Monsour:

A. Authorize staff to make an offer to Michael R. Monsour to purchase a parcel of real property (0.55 acres with a residential structure consisting of approximately 2,304 square feet), for the appraised amount of \$190,000; 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 April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel of real property, located at 11790 Mobile Highway (0.55 acres with a residential structure consisting of approximately 2,304 square feet), owned by Michael R. Monsour, for a boat ramp. This is waterfront property with approximately 75 feet of frontage along Perdido River. Staff had an appraisal performed by Asmar Appraisal Company, Inc., dated November 23, 2010, which placed a value of \$190,000 on the property. Staff is requesting Board authorization to make an offer to Mr. Monsour for the appraised amount of \$190,000.

[Funding Source: Fund 352, Lost III, Account 220102 (NESD Capital Projects), Object Code 56101, Project 08NE0018, "Boat Ramps"]

23. Recommendation Concerning Ratification of a Memorandum of Understanding between BP Exploration & Production, Inc., and Florida's Coastal Northwest Communications Council, Inc. - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board ratify the Memorandum of Understanding (MOU) between BP Exploration & Production, Inc., and Florida's Coastal Northwest Communications Council, Inc., recognizing distribution of said funds for Incentivized Travel, Special Events, Social Media, Public Relations and Promotions, and Advertising, as noted on Exhibit 1, Escambia County Allocation Table.

Addendum III to the MOU, BP Code of Conduct, is on file for review in the Escambia County Clerk's Office.

### III. For Discussion

1. Recommendation Concerning Single-Family Mortgage Revenue Bond Program - Elbert Jones, Jr., Escambia County Housing Finance Authority Executive Director

That the Board adopt a Resolution which approves a plan of finance for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single-Family Mortgage Revenue Bonds from time to time, including temporary bond anticipation notes in connection therewith, in an aggregate principal amount not to exceed \$150,000,000.

2. Recommendation Concerning the Reprioritization of Local Option Sales Tax (LOST) Funds and the Transfer of Ownership of Olive Road and Airport Boulevard - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning the Reprioritization of Local Option Sales Tax (LOST) funds and the Transfer of Ownership on Olive Road and Airport Boulevard:

A. Reprioritize LOST projects, according to the spreadsheet including \$6 million in funding for developmental roads in the Northwest Sector Plan (Kingsfield, Well Line, Quintette). The Development Group acknowledges that this funding is insufficient to construct these roads and agrees to prioritize, within available funding, the roadways in a Memorandum of Understanding (MOU) between the parties within six months of the approval of this Recommendation. If the Development Group fails to mutually agree upon the priorities for these roadways within this time frame, the funds shall be reallocated to Bridge Renovations;

B. Authorize the transfer process necessary to accept Olive Road (SR 290) between CR 95A and Scenic Highway (U.S. 90) from the State of Florida;

C. Authorize the process to transfer Airport Boulevard, between I-110 (SR 8A) and U.S. 29, from Escambia County to the State of Florida; and

D. Authorize the transfer of the Pinestead-Longleaf connector, once constructed, from Escambia County to the State of Florida.

(This Recommendation will reprioritize projects in LOST by adding additional projects and moving other projects to different years. Funding for the additional projects will come from the Equestrian Center, the library construction project, funds remaining after the completion of the Central Office Complex and funds that were previously unallocated over the life of the tax. There will be \$1,000,000 remaining in the library construction project and \$1,611,416 unallocated through Fiscal Year 2018 if this action is approved. This action presumes that all current LOST revenue estimates will be met. If the estimates are not met, projects will have to be deleted or delayed.)

13. Items added to the agenda.
14. Announcements.
15. Adjournment.





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

**AI-694**

**Proclamations Item #: 6.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

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

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

- A. The Proclamation proclaiming April 2011 as "National Autism Awareness Month" in Escambia County; and
- B. The Proclamation proclaiming May 1, 2011, as "Law Day" in Escambia County.

**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

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## **Attachments**

Proclamations

**PROCLAMATION**

**WHEREAS,** Autism Spectrum Disorder is a lifelong developmental disability, resulting in a range of significant impairments to an individual's ability to learn, develop healthy interactive behaviors, and understand verbal, nonverbal, and reciprocal communication; and

**WHEREAS,** autism is the third most common developmental disability, affecting 1.5 million individuals nationwide and over 1,400 individuals in Escambia County; and

**WHEREAS,** autism is the result of a neurological disorder affecting the functioning of the brain, but few members of the general public understand the impact of this complex disability; and

**WHEREAS,** although a cure for autism has not been found, persons with autism can be helped to reach their greatest potential. Accurate, early diagnosis and the resulting appropriate education and intervention are vital to the highest quality of life for the individual; and

**WHEREAS,** support groups, such as Autism Pensacola, have dedicated years of service in their ongoing efforts to promote community inclusion, support and appropriate education of all persons with autism. These groups remain committed to their cause and to educating families, professionals and the general public to better understand this lifelong disability; and

**WHEREAS,** autism is a complex disability that requires increased research to one day find a cure and maximize autism-sufferers' potential and to promote greater recognition and understanding, to ensure that individuals with autism living in Escambia County and all other Americans with autism are accurately diagnosed and appropriately treated throughout their lives.

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

**"NATIONAL AUTISM AWARENESS MONTH"**

in Escambia County and, on behalf of its citizens, offers heartfelt appreciation and gratitude to all the support groups and organizations that strive to make life better for those with Autism and for their efforts in educating and bringing awareness to the community.

**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 21, 2011

**PROCLAMATION**

**WHEREAS**, in 1958, President Dwight D. Eisenhower established the first "Law Day" as "a day of national dedication to the principles of government under law". Every president since has taken the occasion of "Law Day" as an annual opportunity to proclaim our nation's ongoing commitment to the democratic rule of law; and

**WHEREAS**, this year "Law Day" provides us with an opportunity to consider the important legacy of the first American lawyer-president and one of our nation's greatest founders, John Adams; and

**WHEREAS**, in 1770, Massachusetts lawyer John Adams represented the British officer and soldiers accused in the "Boston Massacre" of killing five colonists protesting in the streets. Although already a prominent leader in the American colonial resistance to British parliamentary authority, the 35-year-old Adams agreed to take on the cases because, in his own words, "Judgment of Death against those Soldiers would have been as foul a Stain upon this Country as the Executions of the Quakers or Witches, anciently"; and

**WHEREAS**, Adams' role in the trials has come to be seen as a lawyerly exemplar of adherence to the rule of law and zealous defense of the rights of the accused, even in cases where advocates may represent unpopular clients and become involved in matters that generate public controversy. His able defense was motivated by his faith in due process of law, in what he would later famously phrase as "a government of laws, and not of men". Indeed, writing the Novanglus Essays in 1775, Adams wrote of this famous phrase for the first time. It expressed his firmly held belief in the rule of law as the foundation for republican government and the basis for political liberty. It was subsequently incorporated into the 1780 Constitution of the Commonwealth of Massachusetts, written principally by Adams and was a model for the U.S. Constitution of 1787; and

**WHEREAS**, on this "Law Day", all Americans should reflect on the legal legacy of John Adams: the enduring meaning of "a government of laws, and not of men" and the vital role our legal institutions—including our adversarial legal system, citizen juries, and independent courts—play in our system. By appreciating our legal rights and valuing our civic responsibilities, Americans can work together to sustain our national commitment to a democratic society under law.

**NOW, THEREFORE**, be it proclaimed that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim May 1, 2011, as

**"LAW DAY"**

in Escambia County, and calls upon all people of Escambia County, Florida, to acknowledge the importance of our nation's legal and judicial systems with appropriate ceremonies and activities and to display the Flag of the United States in support of this national observance.

**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 21, 2011



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

**AI-675**

**Proclamations Item #: 7.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Ron Sorrells, Department Director

**Organization:** Human Resources

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Retirement Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and congratulating Ginger C. Lee, Animal Control Officer, Corrections Bureau, on her retirement after 12 years of service;

B. The Proclamation commending and congratulating Louise D. McKendrick, Emergency Communications Dispatcher, Public Safety Bureau, on her retirement after 32 years of service;

C. The Proclamation commending and congratulating Michael A. Posello, Maintenance Technician, Public Works Bureau, on his retirement after 9 years of service; and

D. The Proclamation commending and congratulating Peggy L. Reed, Emergency Medical Specialist, Public Safety Bureau, on her retirement after 18 years of service.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

042111 Retirement Proclamations

**PROCLAMATION**

*WHEREAS, Ginger C. Lee worked as a County employee very faithfully for 12 years, retiring as an Animal Control Officer with the Corrections Bureau, Animal Control Division.*

*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 Ginger C. Lee on her retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Ginger C. Lee for 12 years of faithful and dedicated service as a County employee.*

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

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*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 21, 2011*

**PROCLAMATION**

*WHEREAS, Louise D. McKendrick worked as a County employee very faithfully for 32 years, retiring as an Emergency Communications Dispatcher with the Public Safety Bureau, Emergency Medical Services Division.*

*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 Louise D. McKendrick on her retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Louise D. McKendrick for 32 years of faithful and dedicated service as a County employee.*

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

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*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 21, 2011*



**PROCLAMATION**

*WHEREAS, Michael A. Posello worked as a County employee very faithfully for 9 years, retiring as a Maintenance Technician with the Public Works Bureau, Facilities Maintenance Branch.*

*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 Michael A. Posello on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Michael A. Posello for 9 years of faithful and dedicated service as a County employee.*

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

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*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 21, 2011*

**PROCLAMATION**

**WHEREAS**, *Peggy L. Reed worked as a County employee very faithfully for 18 years, retiring as an Emergency Medical Specialist with the Public Safety Bureau, Emergency Medical Services Division.*

**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 Peggy L. Reed on her retirement.*

**BE IT FURTHER PROCLAIMED** *that the Board of County Commissioners of Escambia County expresses its appreciation to Peggy L. Reed for 18 years of faithful and dedicated service as a County employee.*

**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**

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*Deputy Clerk*

*Adopted: April 21, 2011*

**Sandra F Slay**

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**From:** Reed, Patricia A [patricia.a.reed@citi.com]  
**Sent:** Thursday, February 10, 2011 5:07 PM  
**To:** Sandra F Slay  
**Cc:** 'Chris Samuels'  
**Subject:** CitiMortgage donation to Partners in Charity

Sandra,

Hello....CitiMortgage is in the process of donating the property at **5653 Wickford Lane, Pensacola, FL 32526** to Partners in Charity, a non profit.

CitiMortgage is the current owner of this property.

We are requesting that the 2 trash and debris liens be removed so the non profit does not have to pay these costs.

Please contact me if you need additional information.

Thanks,

***Patricia Reed***

REO Community Programs

CitiMortgage

1000 Technology Drive MS 323

O'Fallon, MO 63368-2240

636-261-7456

636-261-7720 fax

## Sandra F Slay

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**From:** Chris Samuels [chris@restorationamerica.org]  
**Sent:** Friday, February 11, 2011 12:02 PM  
**To:** Sandra F Slay  
**Cc:** Charlotte J. Rhodes  
**Subject:** RE: CitiMortgage donation to Partners in Charity

Ms. Slay

My name is Chris Samuels and I am the Operations Manager for Partners In Charity the organization that CitiMortgage is donating the property to. We would also like to let the Escambia County Board know that are intentions with 5653 Wickford Lane, Pensacola, FL 32526 is to rehabilitate this property to put either a low income individual/family or a senior citizen into this property.

Sincerely

Chris Samuels  
Operations Manager  
[chris@partnersincharity.org](mailto:chris@partnersincharity.org)  
847-428-5399

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**From:** Sandra F Slay [mailto:SFSLAY@co.escambia.fl.us]  
**Sent:** Friday, February 11, 2011 9:56 AM  
**To:** Reed, Patricia A  
**Cc:** 'Chris Samuels'; Charlotte J. Rhodes  
**Subject:** RE: CitiMortgage donation to Partners in Charity

Ms. Reed,

Escambia County Board of County Commissioner's have a Lien Forgiveness Process Policy which we will have to follow.

We'll forward your request to our legal department for review. It may take a week or so to get a response.

Please keep in mind the Board does not forgive any hard costs associated with a lien. Hard costs consist of court cost and abatement cost.

I'll update you as soon as I hear back from our legal department.

Thank you,  
Sandra

**From:** Reed, Patricia A [mailto:patricia.a.reed@citi.com]  
**Sent:** Thursday, February 10, 2011 5:07 PM  
**To:** Sandra F Slay  
**Cc:** 'Chris Samuels'  
**Subject:** CitiMortgage donation to Partners in Charity

Sandra,

Hello....CitiMortgage is in the process of donating the property at **5653 Wickford Lane, Pensacola, FL 32526** to Partners in Charity, a non profit.

CitiMortgage is the current owner of this property.

We are requesting that the 2 trash and debris liens be removed so the non profit does not have to pay these costs.

Please contact me if you need additional information.

Thanks,

***Patricia Reed***

REO Community Programs

CitiMortgage

1000 Technology Drive MS 323

O'Fallon, MO 63368-2240

636-261-7456

636-261-7720 fax

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



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

**ORGANIZATION:** Corrections Bureau  
**FROM:** Gordon Pike, Bureau Chief  
**DATE:** March 4, 2011  
**ISSUE:** Environmental (Code) Enforcement Lien Relief –5653 Wickford Lane

**RECOMMENDATION:**

That the Board review and consider lien relief request made by CitiMortgage against property located at 5653 Wickford 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.

CitiMortgage has no other recourse, but to appeal before the Board under Written Communication.

**BACKGROUND:**

December 5, 2005 the Office of Environmental Enforcement received a complaint on 5653 Wickford Lane for overgrowth, trash, debris, deteriorated structure and outside storage.

Notice of violations were sent certified mail to Est. of Margaret J. Dersham, C/O Angela Kelly, 5653 Wickford Lane on August 08, 2006. On September 1, 2006 the certified letter returned marked "Unclaimed".

Owner failed to abate violations and case was prepared for Special Magistrate. Hearing was held on November 21, 2006 and owner was found to be in violation. Fines were assessed at \$25.00 per day starting December 6, 2006 if violations are not abated. \$1,100.00 court cost was awarded to the county.

BCC: 04-21-2011  
RE: Environmental Enforcement Lien Relief-5653 Wickford Lane  
Date: March 4, 2011  
Page 2 of 3

The fines of \$25.00 per day started 12/06/2006 and ended 11/08/2007 with a total of \$8,425.00. Court cost awarded was \$1,100.00. Total cost is \$9,525.00.

January 31, 2007 the Office of Environmental Enforcement received a second complaint at 5653 Wickford Lane for overgrowth, trash and debris. Copy of notice of violation was posted on property by working officer and sent certified mail to Estate of Margaret J Dersham, C/O Angela Garrett, 5653 Wickford Lane, Pensacola, Florida 32526 and PO Box 1407, Newport, TN 37822.

Certified letters returned marked "Unclaimed" on March 16, 2007.

Special Magistrate hearing was held on April 19, 2007 and order was issued. Owner was found to be in violation and a daily fine of \$2.00 per day commencing 5/5/07 if not in complied by – Lien of \$1,100.00 awarded to Escambia County.

Copy of Order sent certified mail and returned on 4/20/07 marked "Unclaimed".

November 8, 2007 Escambia County Environmental Enforcement abated violations related to both orders. Cost of abatement was \$2,800.00.

The fines of \$2.00 per day started 5/5/2007 and ended November 8, 2007 with a total of \$374.00. Court cost awarded was \$1,100.00 and abatement cost \$2,800.00. Total cost for this lien is \$4,274.00.

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

**BUGETARY IMPACT:**

The itemized costs shown in the 1<sup>st</sup> code enforcement lien are:

A. Administrative Cost:	\$1,100.00
B. Daily Fines:	<u>\$8,425.00</u>
TOTAL	\$9,525.00

The itemized costs shown in the 2<sup>nd</sup> code enforcement lien are:

A. Administrative Cost:	\$1,100.00
B. Daily Fines:	374.00
C. Abatement Cost:	<u>\$2,800.00</u>
	\$4,274.00

BCC: 04-21-2011  
RE: Environmental Enforcement Lien Relief-5653 Wickford Lane  
Date: March 4, 2011  
Page 3 of 3

**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

**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 4/14/11  
Charles R. "Randy" Oliver, CPA PE

County Administrator



## Sandra F Slay

---

**From:** Stephen G. West  
**Sent:** Monday, March 28, 2011 3:59 PM  
**To:** Sandra F Slay  
**Cc:** Brenda J. Spencer  
**Subject:** RE: WC updates

Sam:

Regarding 5653 Wickford, none of the grounds on which the County Administrator can deny relief apply. So it can go directly to the BCC.

I will copy you with my email to Randy Oliver on Majestic Oaks.

**From:** Sandra F Slay  
**Sent:** Monday, March 28, 2011 11:33 AM  
**To:** Stephen G. West  
**Subject:** WC updates

Steve,

Charlotte gave me a couple of files that were sitting on her desk before she took off. Her notes show she sent these two requests to you on 2/25/11.

I don't recall seeing a response on 5659 Wickford and Majestic Oaks. I do know I spoke with your Assistant about Majestic Oaks but cannot remember the outcome.

Do you remember reviewing these and what was the determination?

Thanks for your help  
Sam



# 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:** 5653 Wickford  
**Property Owner:** Estate of Margaret J Dershem  
**Original Complaint:** Overgrowth  
**EE Case #:** CE05120272

- 12/05/05 Complaint recorded
- 12/05/05 Inspection revealed trash & debris, overgrowth, deteriorated/dilapidated building, and outside accumulation
- 03/14/06 Officer meet Angela Kelly on site
- 03/29/06 Re-inspection revealed the debris was removed
- 08/03/06 Officer notified by ECUA that garbage service had been terminated
- 08/03/06 Escambia County Tax Collector's website listed the owner as Margaret J Dershem
- 08/08/06 Certified letter / Notice of Violation / sent to Est of Margaret J Dershem C/O Angela Kelly, 5653 Wickford Lane, Pensacola, FL 32526
- 08/22/06 Re-inspection revealed violations remaind
- 08/25/06 Title search revealed the title vested in Carroll Dershem and Margaret J Dersham
- 09/01/06 Certified letter / Notice of Violation / returned "Unclaimed"
- 10/16/06 Escambia County Tax Collector's website listed the owner as Margaret J Dershem
- 11/01/06 Certified letter / Special Magistrate hearing / sent to Margaret J Dersham, Estate of, C/O Angela Kelly, 5653 Wickford Lane, Pensacola, FL 32526
- 11/21/06 Special Magistrate hearing / \$25.00 per day commencing 12/6/06 if not complied by – Lien of \$1,100.00 awarded to Escambia County
- 11/22/06 Certified letter / Order / sent to Margaret J Dersham, Estate of, C/O Angela Kelly, 5653 Wickford Lane, Pensacola, FL 32526
- 11/27/06 Certified letter / Special Magistrate hearing / returned "Unclaimed"
- 11/29/06 Order recorded in Official Records Book 6039 Page 106
- 12/30/06 Certified letter / Order / Angela Kelly signed in office
- 09/28/07 Certified letter / Final Notice / sent to Margaret J Dershem, Estate of, C/O Angela Kelly, 5653 Wickford Lane, Pensacola, FL 32526
- 10/3/07 Certified letter / Final Notice / returned "Not deliverable as addressed"
- 11/08/07 County contractor abated the property at a cost of \$2,800.00
- 02/07/08 Certified letter / Certification of Cost / sent to Margaret J Dershem, Estate of , C/O Angela Kelly, 5653 Wickford Lane, Pensacola, FL 32526
- 02/08/08 Certified letter / Certification of Cost / electronic signature Angela Kelly

Lien amount	\$ 1,100.00
Fines (12/6/06-11/8/07 @ \$25.00 per day)	<u>\$ 8,425.00</u>
TOTAL	\$9,525.00

**NOTE:** While doing these bullets I realized the abatement fee had been charged on both CE05120272 and CE07010666. I have prepared an Amended Certification of Cost for CE05120272 and have taken off the abatement fee of \$2,800.00 on that case.



## 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:** 5653 Wickford Lane  
**Property Owner:** Margaret J Dershem, Estate of  
**Original Complaint:** Overgrowth and trash & debris  
**EE Case #:** CE07010666

- 01/31/07 Complaint recorded
- 01/31/07 Inspection revealed overgrowth and trash & debris
- 02/09/07 Property posted with a Notice of Violation
- 02/13/07 Escambia County Property Appraiser's website listed the owner as Margaret J Dershem, Estate of
- 02/23/07 Property posted with the Notice of Violation
- 02/27/07 Certified letter / Notice of Violation / sent to Margaret J Dershem, Est of, C/O Angela Garrett, 5653 Wickford Ln, Pensacola, FL 32526
- 02/27/07 Certified letter / Notice of Violation / sent to Margaret J Dershem, Estate of, PO Box 1407, Newport, TN 37822
- 03/15/07 Certified letter / Notice of Violation / sent to 5653 Wickford returned signed by Angela Kelly
- 03/16/07 Certified letter / Notice of Violation / sent to PO Box 1407 returned "Unclaimed"
- 03/30/07 Certified letter / Special Magistrate hearing / sent to Margaret Dershem, Estate of, C/O C.D. Garrett, PO Box 1407, Newport, TN 37822
- 03/30/07 Certified letter / Special Magistrate hearing / sent to Margaret Dershem, Estate of, C/O Angela Kelly, 5653 Wickford Ln, Pensacola, FL
- 04/03/07 Certified letter / Special Magistrate hearing / sent to 5653 Wickford Ln received signed by Andrew Kelly
- 04/19/07 Special Magistrate hearing / \$2.00 per day commencing 5/5/07 if not complied by – Lien of \$1,100.00 awarded to Escambia County
- 04/20/07 Certified letter / Special Magistrate hearing / sent to PO Box 1407 returned "Unclaimed"
- 04/20/07 Certified letter / Order / sent to Margaret Dershem, Estate of, C/O Angela Kelly, 5653 Wickford Ln, Pensacola, FL 32526
- 04/25/07 Order recorded in Official Records Book 6132 Page 865
- 05/02/07 Certified letter / Order / returned signed by Angela Kelly
- 11/08/07 County contractor abated the property at a cost of \$2,800.00
- 02/11/08 Certified letter / Certification of Cost / sent to Margaret J Dershem, Estate of, C/O Angela Kelly, 8501 Nantucket PI, Pensacola, FL 32514
- 02/12/08 Certified letter / Certification of Cost / electronic receipt signed by Angela Kelly

Lien amount	\$1,100.00
Fines (5/5/07-11/08/07 @ \$2.00 per day)	\$ 374.00
County Abatement Fees	<u>\$2,800.00</u>
TOTAL	\$4,274.00

**NOTE:** The fines for the case CE05120272 stopped when the case CE07010666 was abated by a County contractor on November 8, 2007.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-564

Public Hearings Item #: 10.

### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Keith Wilkins, REP

Organization: Board of County Commissioners

CAO Approval:

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### Information

#### RECOMMENDATION:

5:31 p.m. Public Hearing for Consideration of Designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning designating the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas:

- A. Hold the **first** Public Hearing to receive input on the proposed designation of the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas; and
- B. Approve the scheduling and advertising the **second** of two Public Hearings for May 5, 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.

[Funding Source: CRA Admin. Fund 151, Cost Center 220523, Object Code 54901]

#### 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:**

All advertisements to be funded through CRA Admin, Fund 151, Cost Center 220523, Object Code 54901.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution\_Maps\_Legal Descriptions

**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: \_\_\_\_\_

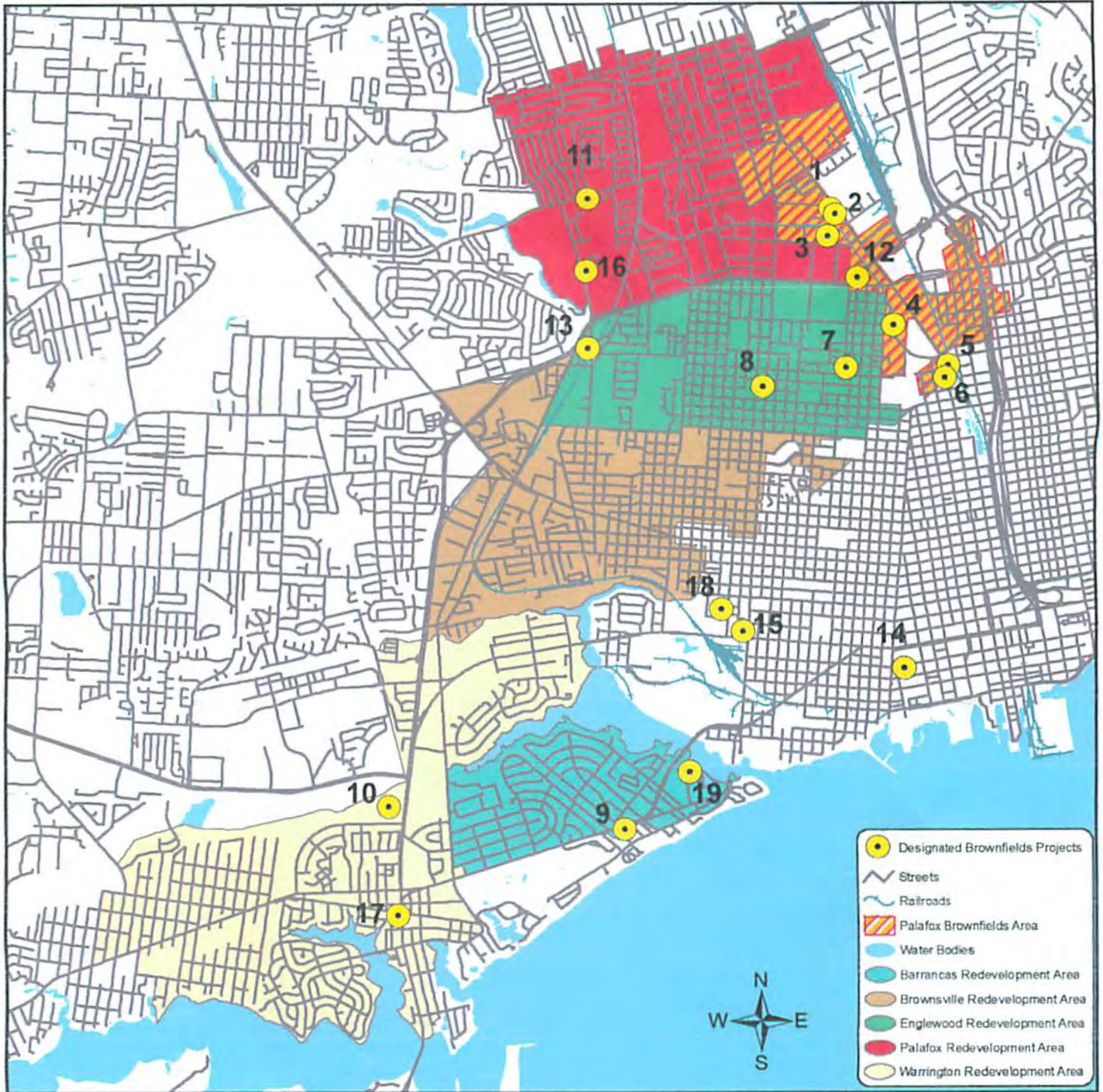
Title: \_\_\_\_\_

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      |

0 0.5 1 2 3 4 Miles

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 3/23/2011."



# CRA Brownfield Designations

## Exhibit A-2



0 2,500 5,000 10,000 15,000 20,000 Feet



## 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 southwesterly 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 southwesterly 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 southwesterly 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.



Exhibit A-3

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.



**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 ◆

**AI-698**

**Item #: 11.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

Committee of the Whole Recommendation

**From:** Doris Harris

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**Information**

**Recommendation:**

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the April 12, 2011, C/W Workshop, recommends that the Board take the following action:

- A. Approve, with respect to the County's Agreements under Baars Field, located on Sorrento Road, that no transaction for the transfer of that County owned property will occur until the YMCA and its representatives come forward, within two years, with a feasibility study to determine whether the YMCA should be located at the site, and allow the County to go forward with an Agreement at that point, subject to their willingness to develop the site, with ingress/egress to meet current transportation requirements at the time (of development) and that egress be favored to Gulf Beach Highway (C/W Item 4);
- B. Accept (the transfer of jurisdictional control of) Olive Road and (State Road) 292 (from the State of Florida to Escambia County [C/W Item 8]);
- C. Authorize staff to proceed with the recommendation in the PowerPoint Presentation, entitled, Obtaining Easements on Perdido Key for Maintenance of FEMA Berms/Dunes and Beach Renourishment, specifically, (to obtain 12 to 15 year easements to property) between the Perdido Key State Park and Johnson Beach (C/W Item 9);
- D. Authorize staff, at the appropriate time, to send notification letters to Pensacola Beach residents, whose Municipal Services Benefit Unit assessments are past due, that liens are subject to be filed against their properties (C/W Item 10);
- E. Authorize staff to proceed with drafting a Resolution that includes the following four items indicating the Board's intent, as listed in the Pensacola Beach Advocates (PBA) Fee Simple Title, Proposed Resolution, relative to transfer of fee simple title to Pensacola Beach leaseholders (C/W Item 11):
  - (1) Wherever possible, fee simple title will be offered directly to sub lessees;
  - (2) Lease fees will be eliminated for all leaseholders, including those who do not accept fee

simple title;

(3) The Santa Rosa Island Authority or similar entity will be maintained to provide the current level of service in the areas of public safety, maintenance, and recreational promotion; and

(4) There is no intention to amend the Pensacola Beach portion of the Escambia County Master Plan, rezone residential lots for commercial or condominium development, or alter the residential building cap; and

F. Authorize the County Administrator and the County Attorney to develop a concealed weapon policy for Code Enforcement (C/W Item 12).

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### **Attachments**

CW Recommendation



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

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

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

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

**MEMORANDUM**

TO: Honorable Board of County Commissioners

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

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

DATE: April 12, 2011

RE: Committee of the Whole Workshop Recommendation

Recommendation: The Committee of the Whole (C/W), at the April 12, 2011, C/W Workshop, recommends that the Board take the following action:

- A. Approve, with respect to the County's Agreements under Baars Field, located on Sorrento Road, that no transaction for the transfer of that County-owned property will occur until the YMCA and its representatives come forward, within two years, with a feasibility study to determine whether the YMCA should be located at the site, and allow the County to go forward with an Agreement at that point, subject to their willingness to develop the site, with ingress/egress to meet current transportation requirements at the time *(of development)* and that egress be favored to Gulf Beach Highway *(C/W Item 4)*;
- B. Accept *(the transfer of jurisdictional control of)* Olive Road and *(State Road)* 292 *(from the State of Florida to Escambia County [C/W Item 8])*;
- C. Authorize staff to proceed with the recommendation in the PowerPoint Presentation, entitled, *Obtaining Easements on Perdido Key for Maintenance of FEMA Berms/Dunes and Beach Renourishment*, specifically, *(to obtain 12- to 15-year easements to property)* between the Perdido Key State Park and Johnson Beach *(C/W Item 9)*;

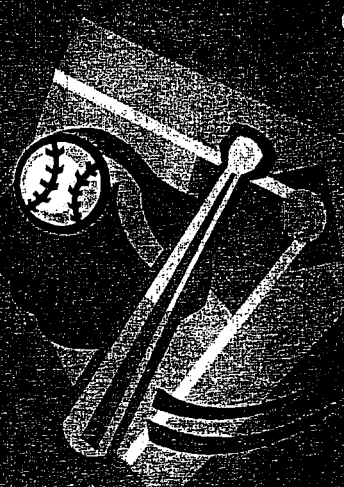
(Continued on Page 2)

- D. Authorize staff, at the appropriate time, to send notification letters to Pensacola Beach residents, whose Municipal Services Benefit Unit assessments are past due, that liens are subject to be filed against their properties (*CW Item 10*);
- E. Authorize staff to proceed with drafting a Resolution that includes the following four items indicating the Board's intent, as listed in the *Pensacola Beach Advocates (PBA) Fee Simple Title, Proposed Resolution*, relative to transfer of fee simple title to Pensacola Beach leaseholders (*CW Item 11*):
  - (1) Wherever possible, fee simple title will be offered directly to sub-lessees;
  - (2) Lease fees will be eliminated for all leaseholders, including those who do not accept fee simple title;
  - (3) The Santa Rosa Island Authority or similar entity will be maintained to provide the current level of service in the areas of public safety, maintenance, and recreational promotion; and
  - (4) There is no intention to amend the Pensacola Beach portion of the Escambia County Master Plan, rezone residential lots for commercial or condominium development, or alter the residential building cap; and
- F. Authorize the County Administrator and the County Attorney to develop a concealed weapon policy for Code Enforcement (*CW Item 12*).

DCH/



Perdido Bay Youth Sports Association (PBYSA)  
Participation Report and the  
Recommendation for the Future of Baars Field



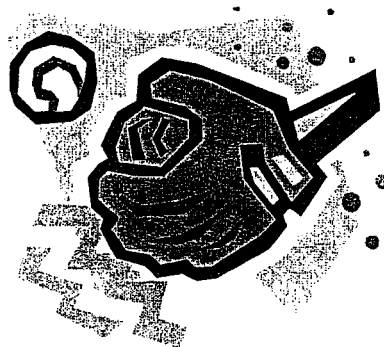
Perdido Bay Youth Sports Association  
Participation Report and the  
Recommendation for the Future of Baars Field

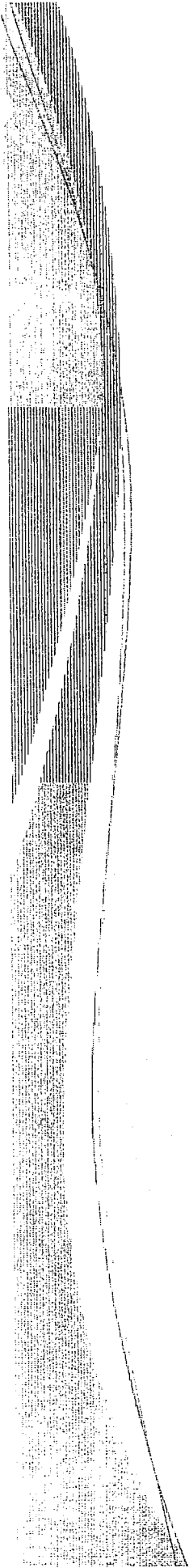




# Baseball, Softball, & Tee Ball

	Number of Teams	Number of Participants	Number of Coaches
Baseball	14	174	42
Softball	5	71	15
Tee Ball	5	55	15
<b>TOTALS:</b>	<b>24</b>	<b>300</b>	<b>72</b>





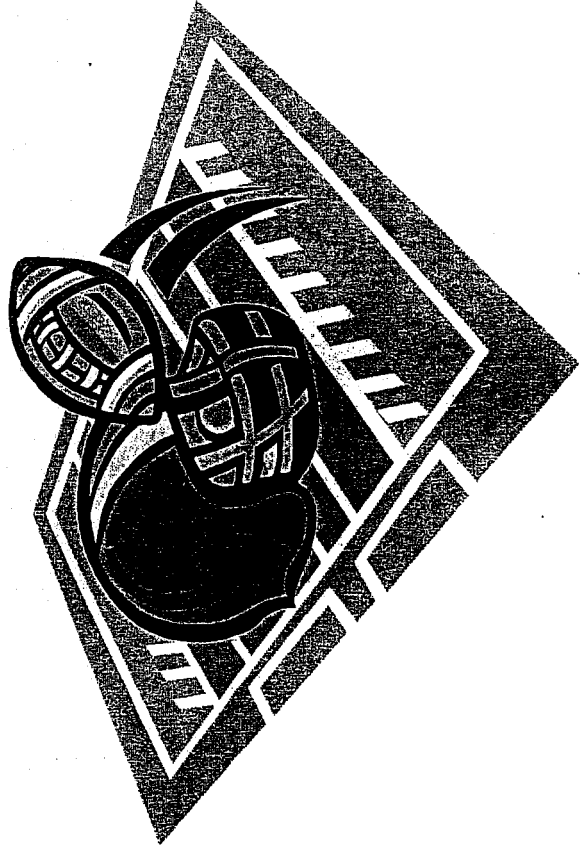
# Football

Number of Teams	Number of Participants	Number of Coaches
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5

173

35





# Cheerleading

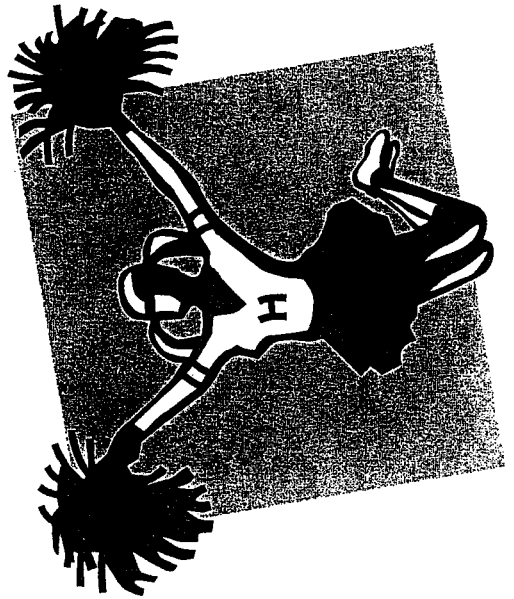


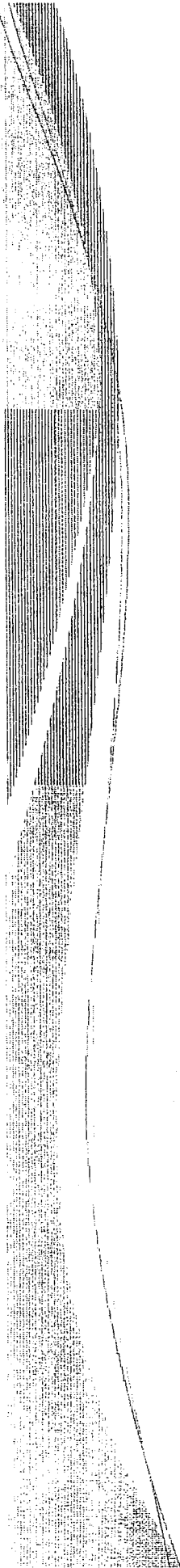
Number of Teams	Number of Participants	Number of Coaches
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5

60

17





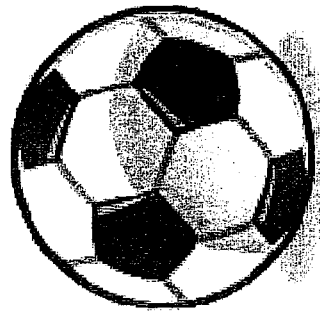
# Soccer

Number of Teams	Number of Participants	Number of Coaches
-----------------	------------------------	-------------------

46

449


46





## Recommendation for the future of Baars Field:

- **Option A - Lease Baars Field to a private entity for Development.** Developer will be required to address access, parking and other infrastructure needs. An approved DRC is required
- **Option B - Create a private partnership for the maintenance and upkeep of Baars Field.** Remove lights, fences, and dugouts and make park an open grass field for multiple uses. Infrastructure would need to be addressed (access management and parking). County does not have the staff, capital or operating funded budgeted to maintain or improve property.



Questions?

## The Future for Baars Field- Recommendation

The Perdido Bay Youth Sports Association (PBYSA) currently calls Baars Field home. After the completion of the Southwest Escambia Sports Complex, the PBYSA will move to the new complex.

Baars Field has baseball, tee ball, and softball fields. There is no room for baseball practice after the spring season begins. There is not a football field at Baars. This past year, PBYSA conducted their home football games at Escambia High school and practiced in a neighborhood park along with the outfields at Baars Field. Perdido soccer has been conducted at fields the county constructed at Bailey Middle School along with the newest field at Helen Carro Elementary School. It should be noted that both recreation soccer and the select team soccer club in Perdido have used these school fields. Baars Field, as previously identified has poor access and parking areas, in addition to not being central to all PBYSA sports, thus Escambia County has moved forward with the Southwest Escambia Sports Complex.

After the Southwest Complex is fully operational, the new facility should meet the needs of youth football, cheerleading, baseball, softball, tee ball, and soccer. In addition to the combination of 17 athletic fields, the new facility will have amenities such as a destination playground, walking trail, picnic pavilions, restrooms, and concession stands. The Southwest Escambia Sports Complex will be the center of youth sports for the Perdido area, but will also provide great recreation opportunities for the community. The facility will be the home of local youth athletic leagues, can also host large tournaments. These tournaments attract visitors to our area, creating significant economic impact. Should additional soccer fields or practice areas be needed, the PBYSA or select soccer club could use the soccer fields that Escambia County built at Bailey Middle School and Hellen Carro Elementary creating greater enjoyment and accessibility. The new facility will have plenty of parking and improved park access with traffic signal and turn lanes into the park.

### The following are my recommendations for the future of Baars Field:

- ⊗ **Option A** - Allow a private organization the use of the Baars Field property pending improvements are made by the organization to access and parking. These improvements must meet and follow the DRC process.
- ⊗ **Option B** - Develop a private partnership for the maintenance and general upkeep of Baars Field. Request parking and access management improvement be implemented through the DRC process. If other recreation or athletic uses are suggested, remove current infrastructure of lights, fences, and dugouts and make park an open grass field for multiple uses. The County does not have the staff or funding to maintain the property

*(The following page gives a comparison to the Perdido Bay Youth Sports Association soccer program to another soccer program in Escambia County. The Pensacola Futbol Club, known as the PFC, is considered the largest and most successful soccer club in our area. The PFC conducts both recreation soccer and select team soccer at the Escambia County owned Ashton Brosnahan Park.)*

## **Perdido Bay Youth Sports Association (PBYSA) and Pensacola Futbol Club (PFC) Comparisons**

PBYSA, in 2009 soccer had 85 teams compete throughout the year (43 fall and 42 spring). In 2010 PBYSA has reported 46 teams, but I am certain it was for only a spring or fall session. We feel certain that 85-100 teams will compete in soccer over the course of a year at Perdido. It must be noted that these numbers represent recreation soccer, not select (travel team) soccer. In comparison, the PFC soccer club, which plays at Brosnaham Soccer Complex had 194 teams compete over the course of 2009, had approximately at 200 teams over the course of the year in 2010. The PFC numbers represent a combination of both recreation soccer and select soccer.

The PFC soccer club currently has full access to 8 fields. On tournament weekends, the PFC group can have access to 2 additional fields that the county recreation staff operates programs on, thus giving them access to 8 fields for regular season recreation and select games, and 10 fields for tournament weekends. As stated above, the PFC group had 194 select and recreation teams in 2009 and right at 200 in 2010 participate in league play. The PFC group hosts 3-4 annual tournaments which utilize all 10 fields at the complex.

The SW Sports Complex, after completion will have 6 soccer fields, plus a football field that can be converted to a soccer field, giving them a total of 7 regular soccer fields. These 7 fields, plus the 3 fields at Bailey Middle, 1 field at Hellen Carro, and the potential to convert the outfields of softball fields to 5 year old soccer fields gives the Perdido Soccer groups an inventory of between 11-13 soccer fields, which does not include the current Sacred Heart Fields that are being used by soccer groups in the Perdido area.

The PFC soccer group at Brosnaham can facilitate 200 recreation and select teams and host 3-4 tournaments per year on 10 fields. Even with the growth of soccer in the Perdido area and the promise to bring more tournaments, the PBYSA and the select group in Perdido should be able to facilitate recreation and select soccer, along with tournaments, with a combination 11-13 fields.

*(I have also attached a brief power point illustrating the Perdido Bay Youth Sports Association youth sports participation report. This report demonstrates the number of teams and/or participants per sport conducted by the organization)*



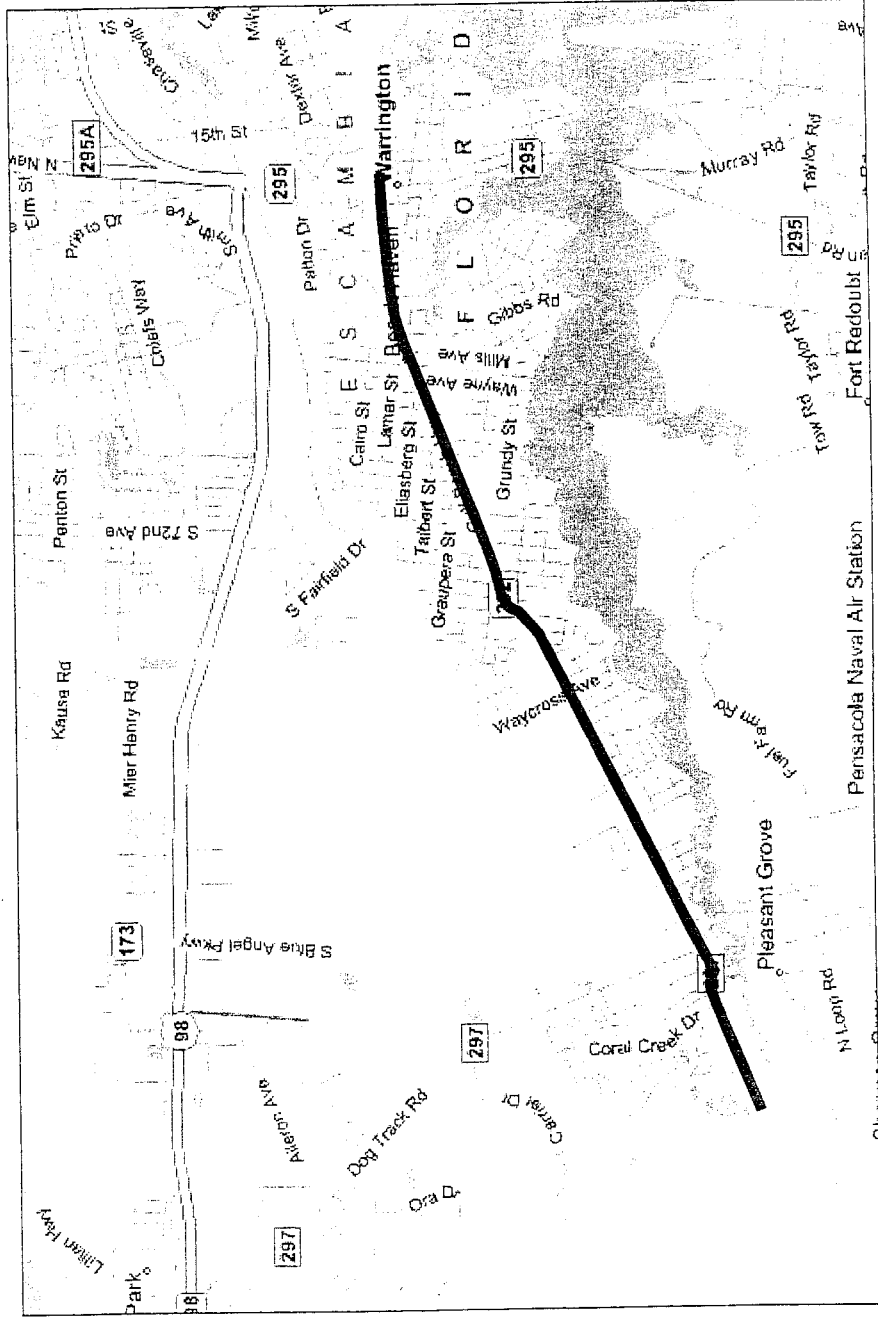
# SR 292 Corridor Management Plan



# Purpose of Study

- The purpose of this study is to identify operational and access management improvements and priorities needed to support all modes of transportation including roadway capacity, public transportation, bicycle and pedestrian demands. The CMP will also identify recommendations for changes to the Land Development Code for parcels along the corridor.

# Study Area



# Work Items

- Data Collection & Analysis
- Coordination with Local Officials
  - Meetings through the Study
- Public Involvement
  - Three rounds of Public Workshops were held at Navy Point Elementary School

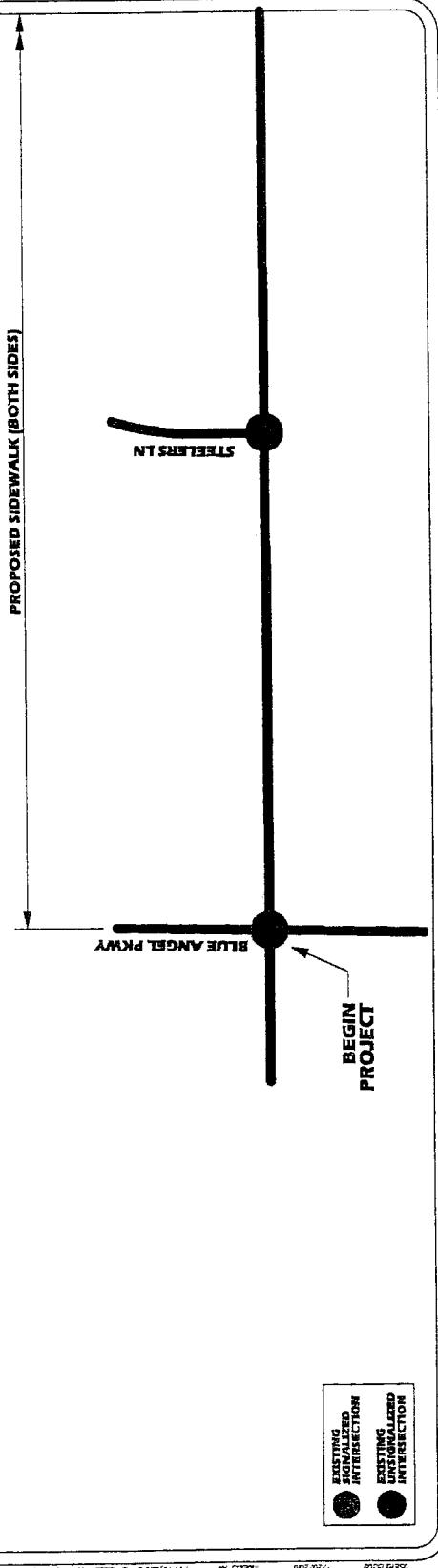
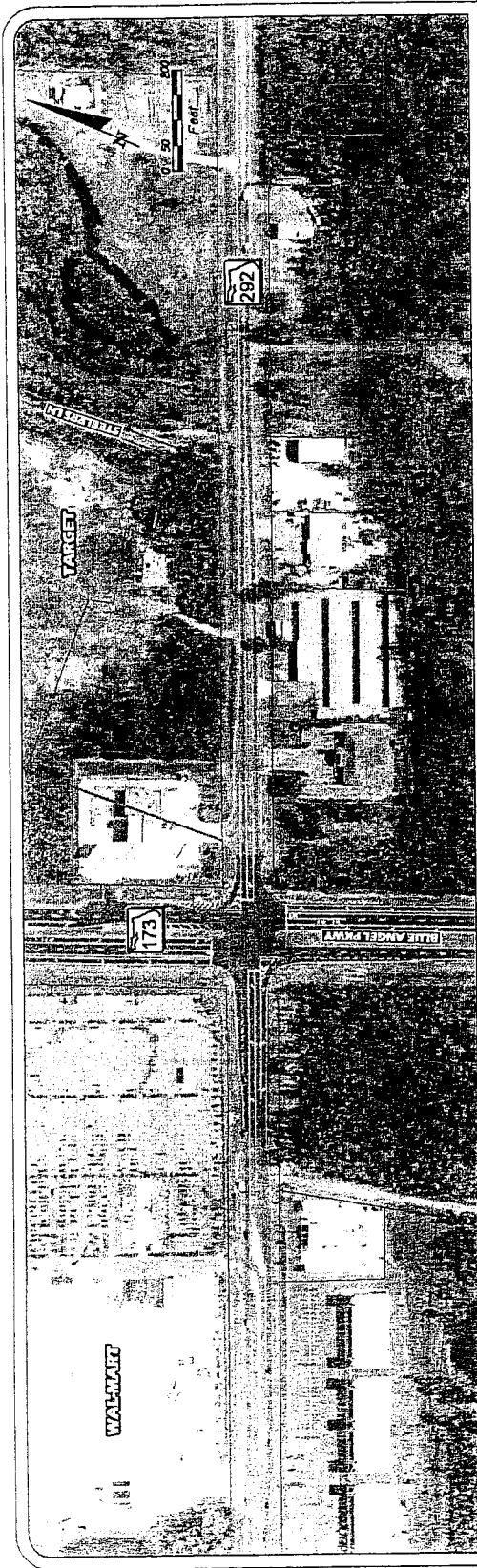
ATKINS

# Improvements

- **Near-Term Improvements**
- Signal retiming – SR 292 at Navy Boulevard
- Trimming of trees and foliage to improve sight lines at the intersections of SR 292 and Atlanta Avenue, Augusta Avenue and Bainbridge Avenue
- Safety Improvements – Fairfield Drive at SR 292 (Dedicated left turn lane)
- Construction of turn lanes at SR 292 and Wade Avenue
- Construction of sidewalks from Patton Drive to Blue Angel Parkway
- Signalization Projects
  - SR 292 at Dog Track Road
  - SR 292 at Patton Drive
  - SR 292 at Old Gulf Beach Highway
- Realignment of Patton Drive at Gulf Beach Highway

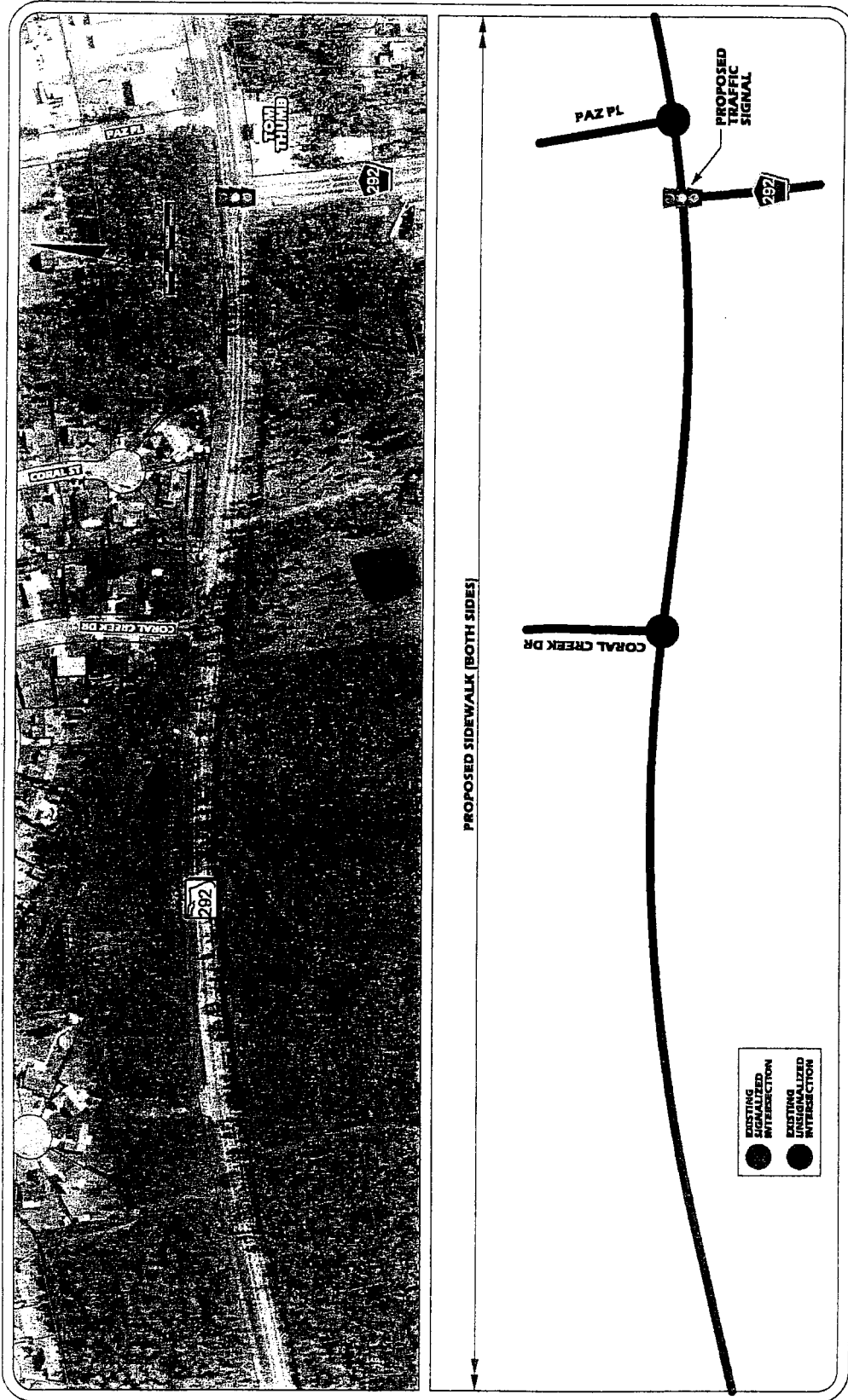
# Improvements

- **Long-Term Improvements**
  - Intersection Modifications at SR 292 and Navy Boulevard
  - Widening of SR 292 to 3 lanes from the end of the current 3 lane section to San Marcos Camino Road




**SR 292 Corridor Management Plan**


Sheet 1

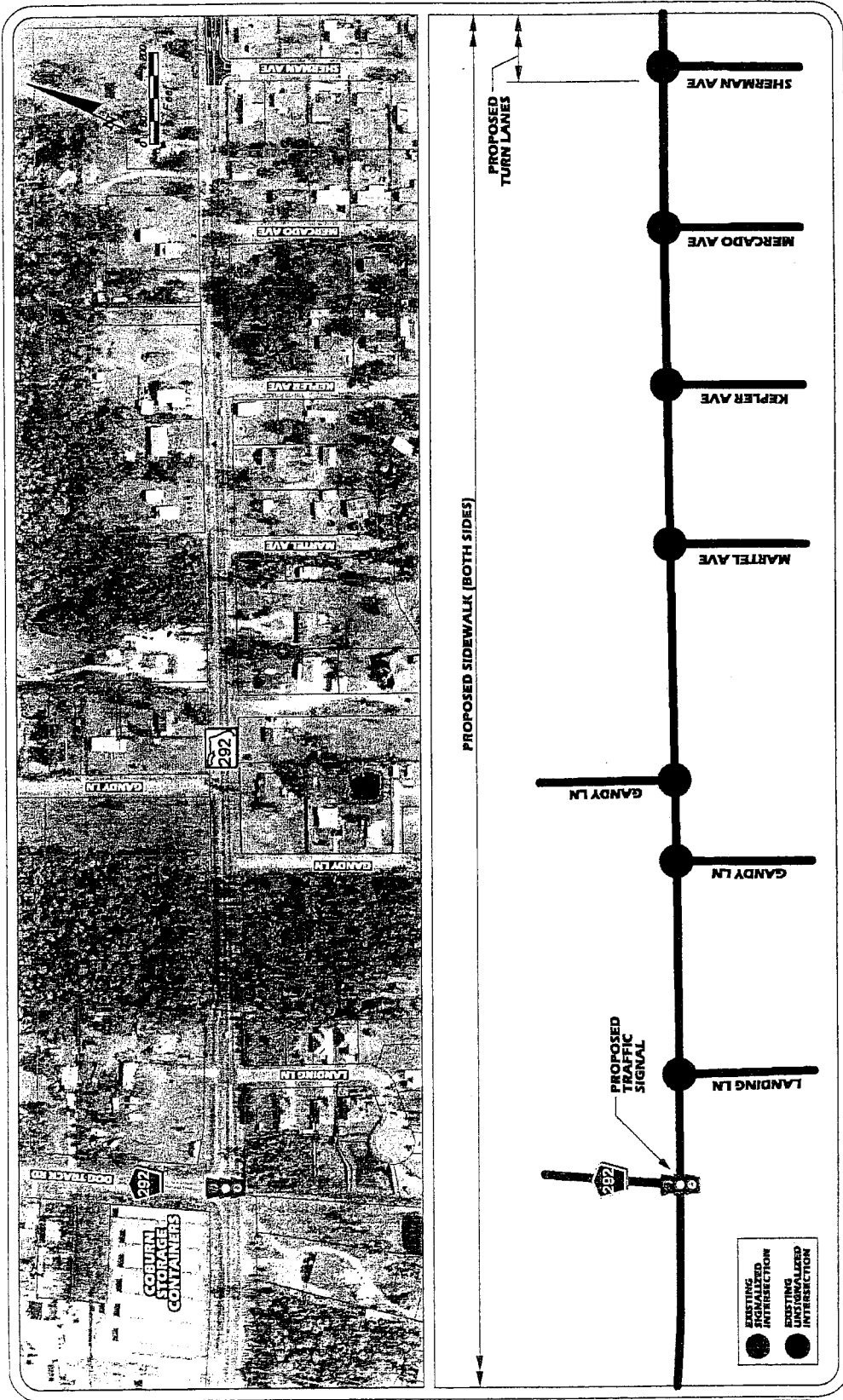


SR 292 Corridor Management Plan

Sheet 2





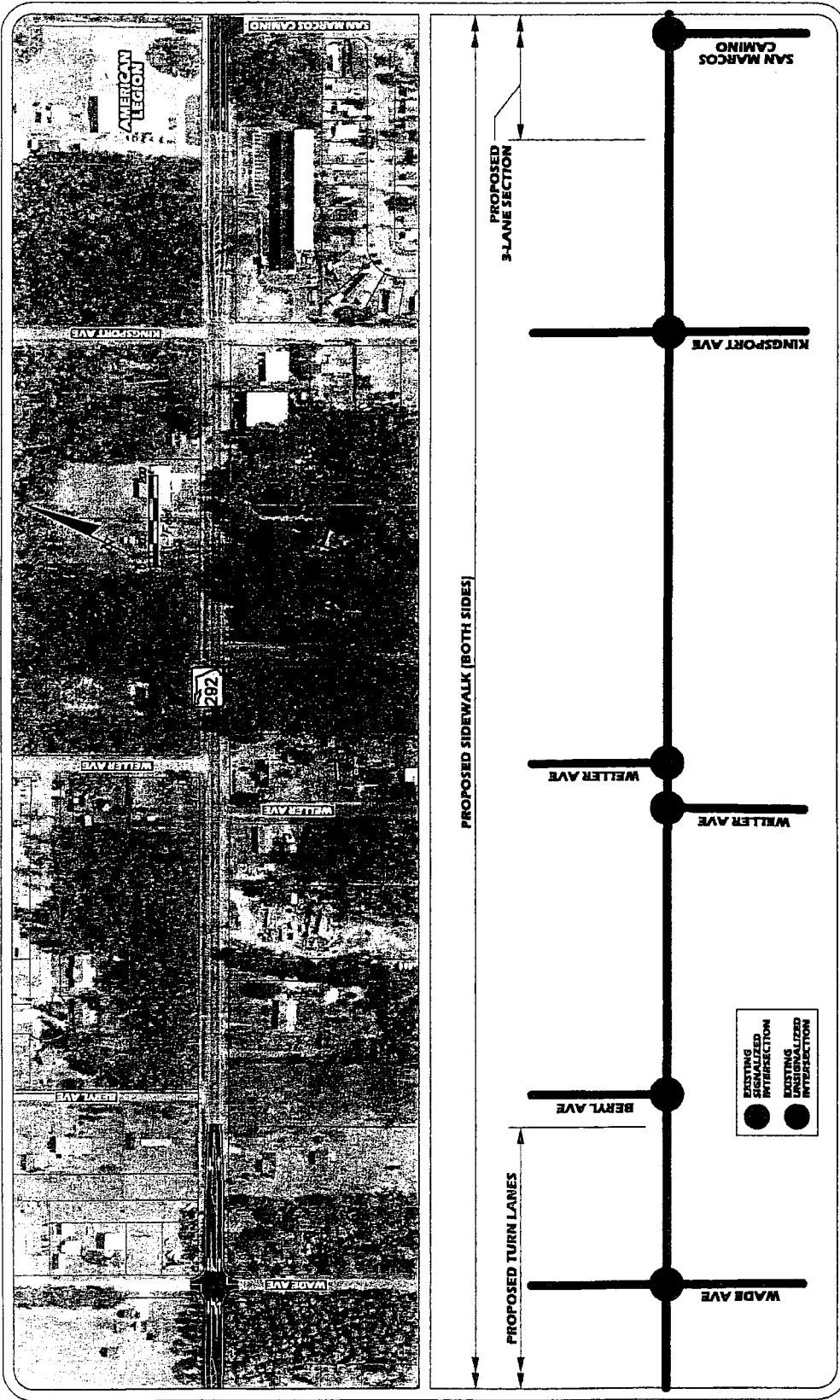


**Sheet 3**

**SR 292 Corridor Management Plan**

**PBSJ**

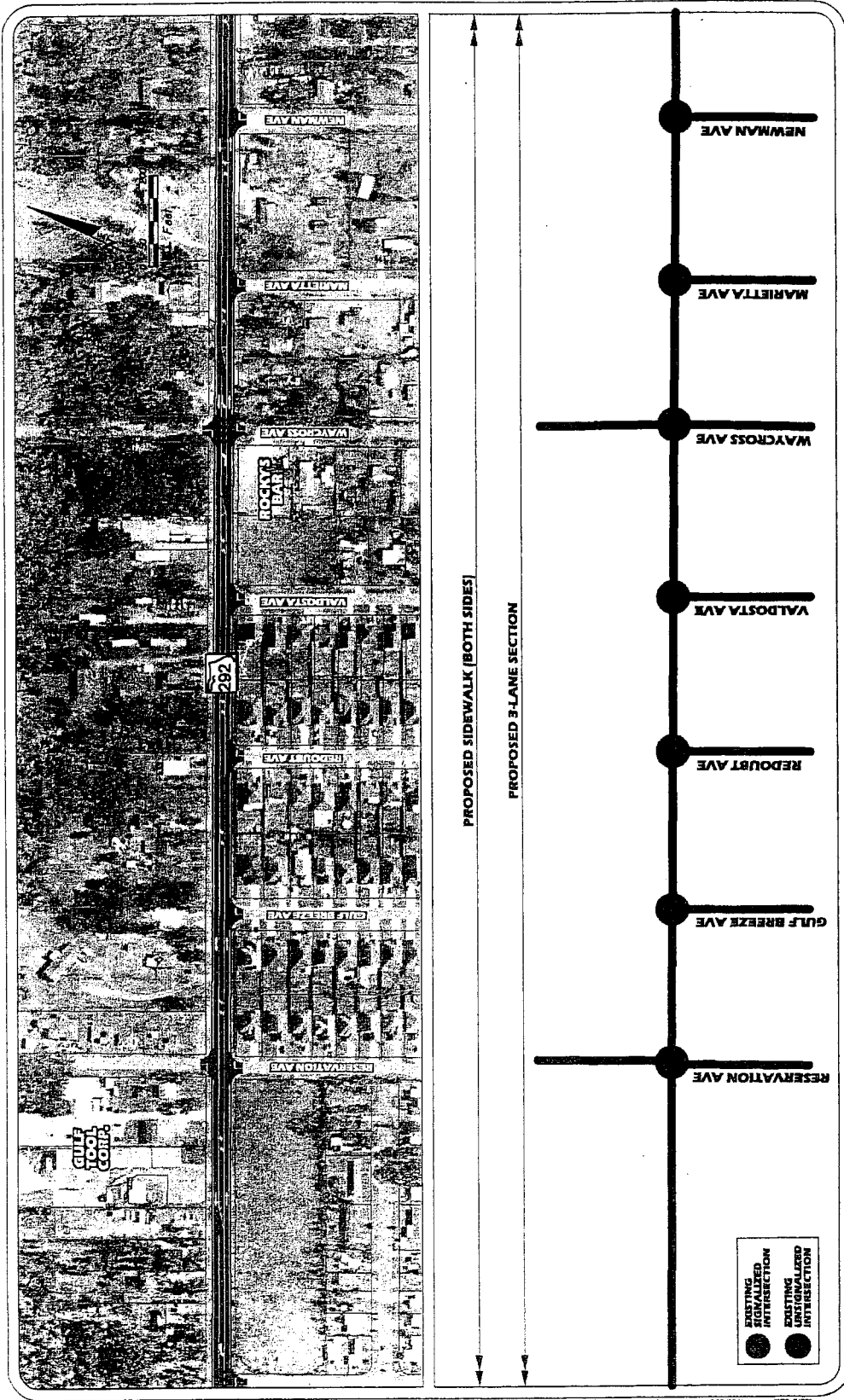
Florida-Alabama  
**TPO**  
Transportation Planning Organization






**SR 292 Corridor Management Plan**

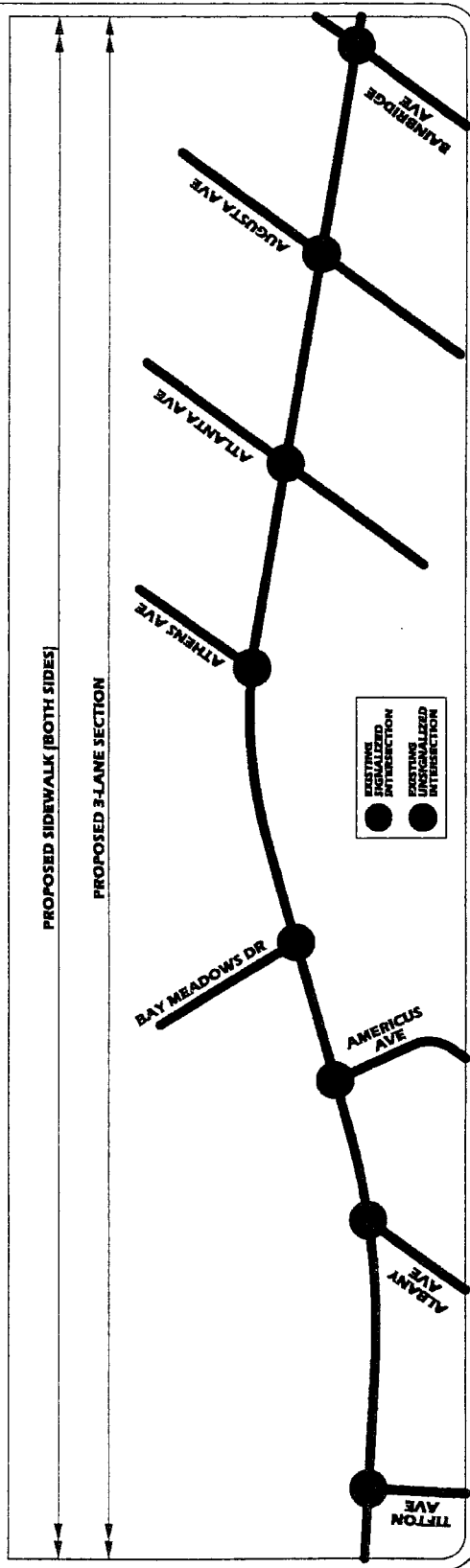
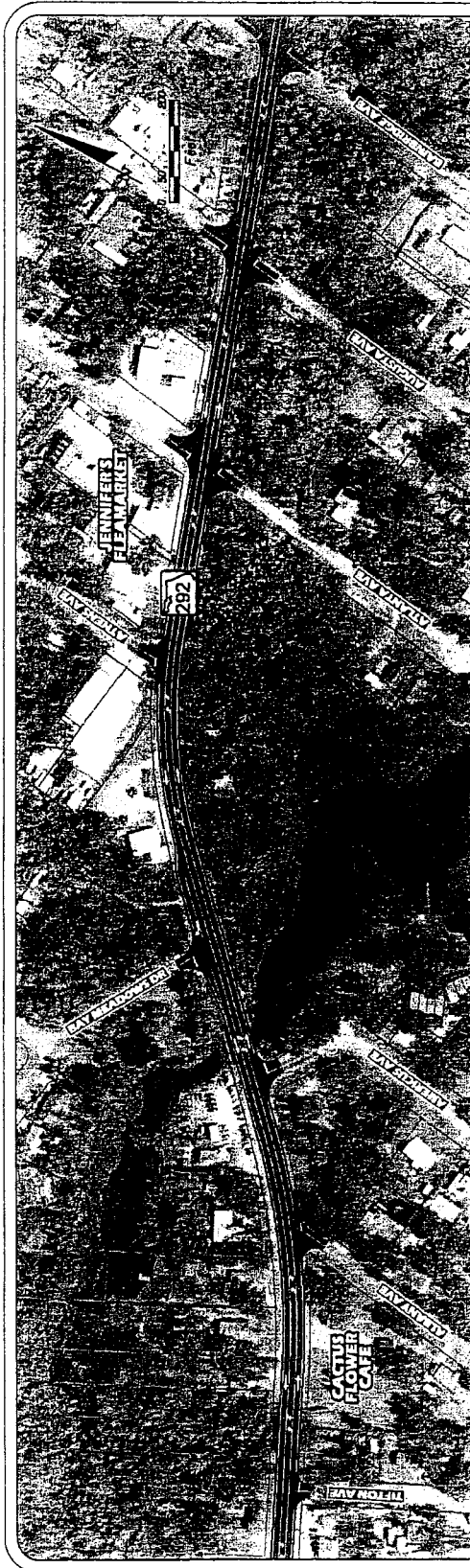
**Sheet 4**



Sheet 5

SR 292 Corridor Management Plan



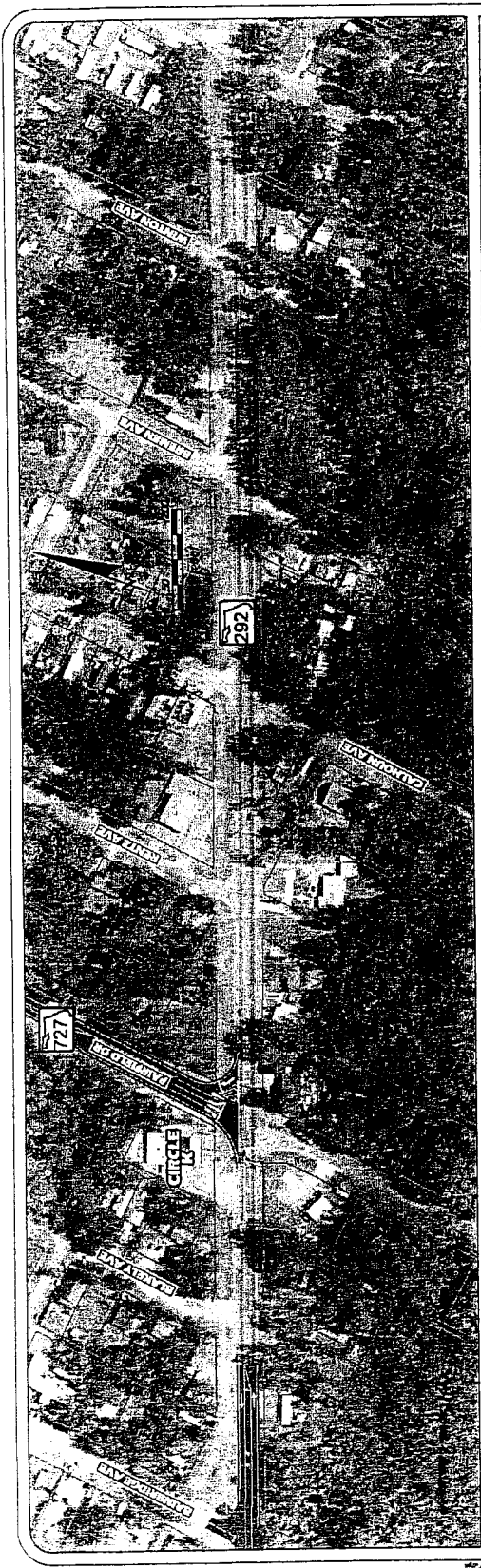


Florida-Alabama **TPO** Transportation Planning Organization

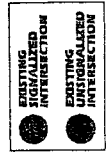
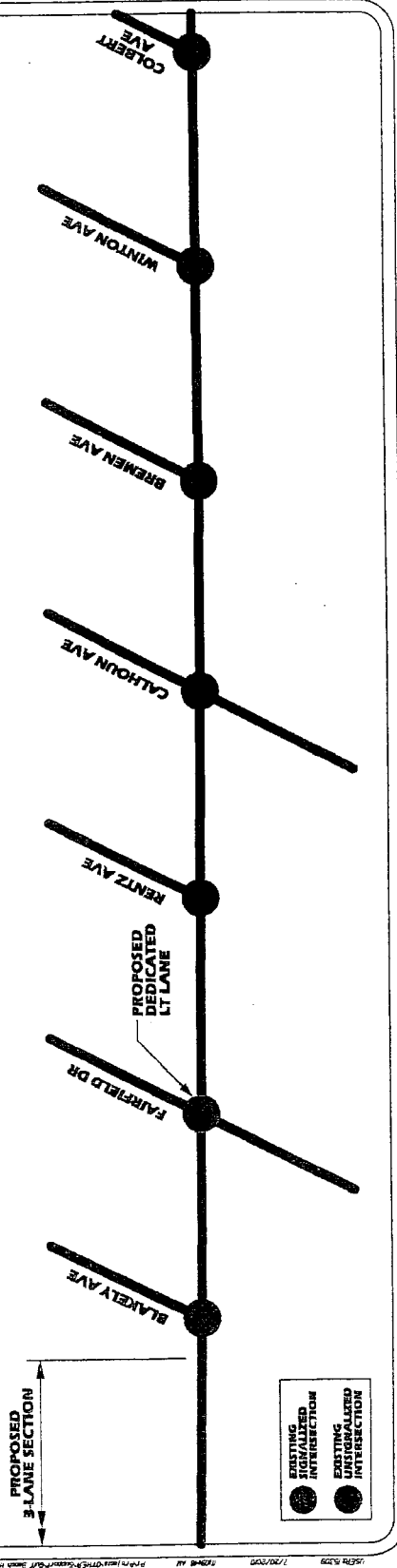
**PBS**

**SR 292 Corridor Management Plan**

Sheet 6

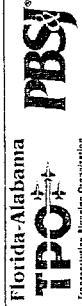


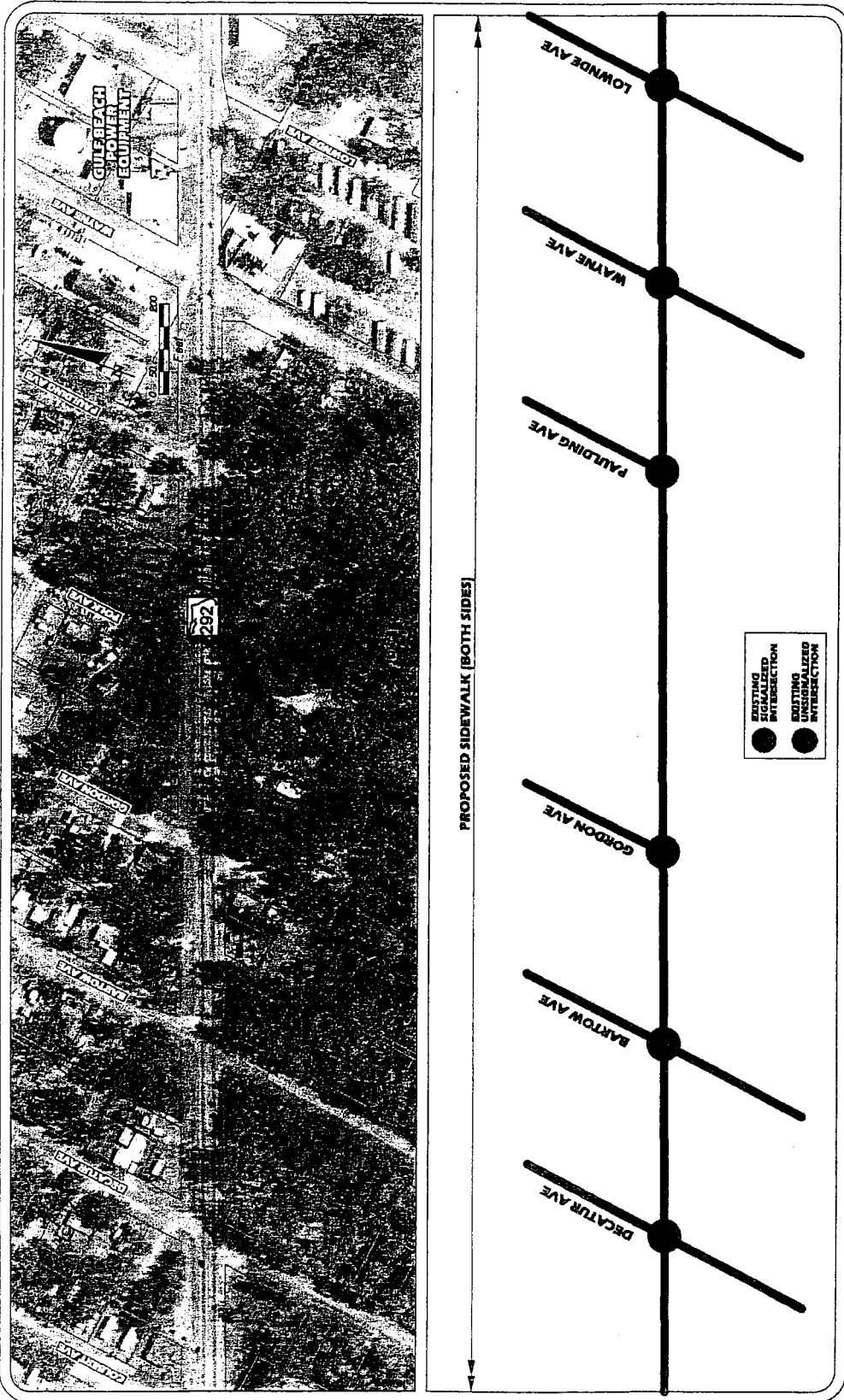
PROPOSED SIDEWALK (BOTH SIDES)



Sheet 7

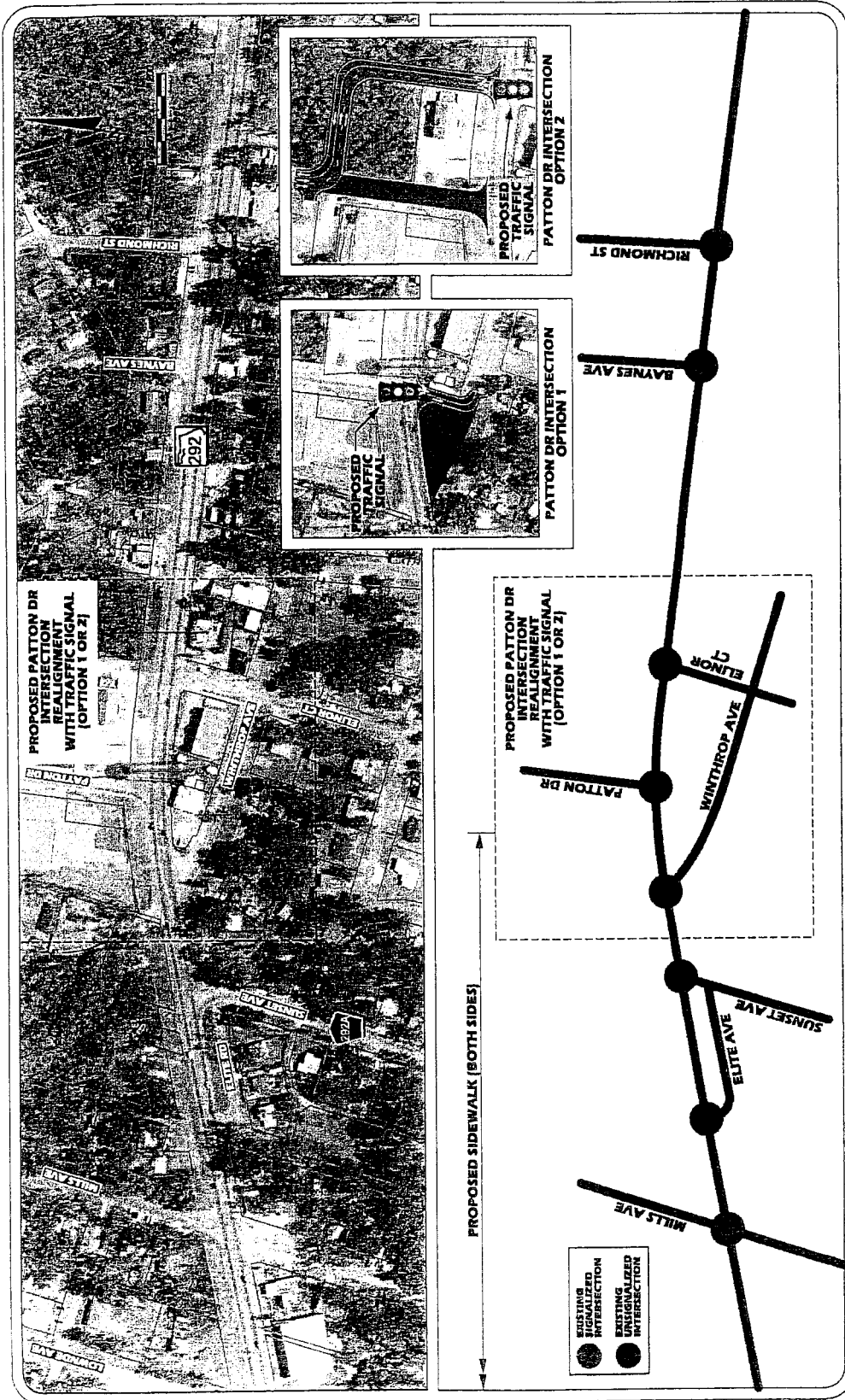
SR 292 Corridor Management Plan





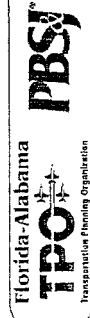
SR 292 Corridor Management Plan

Sheet 8

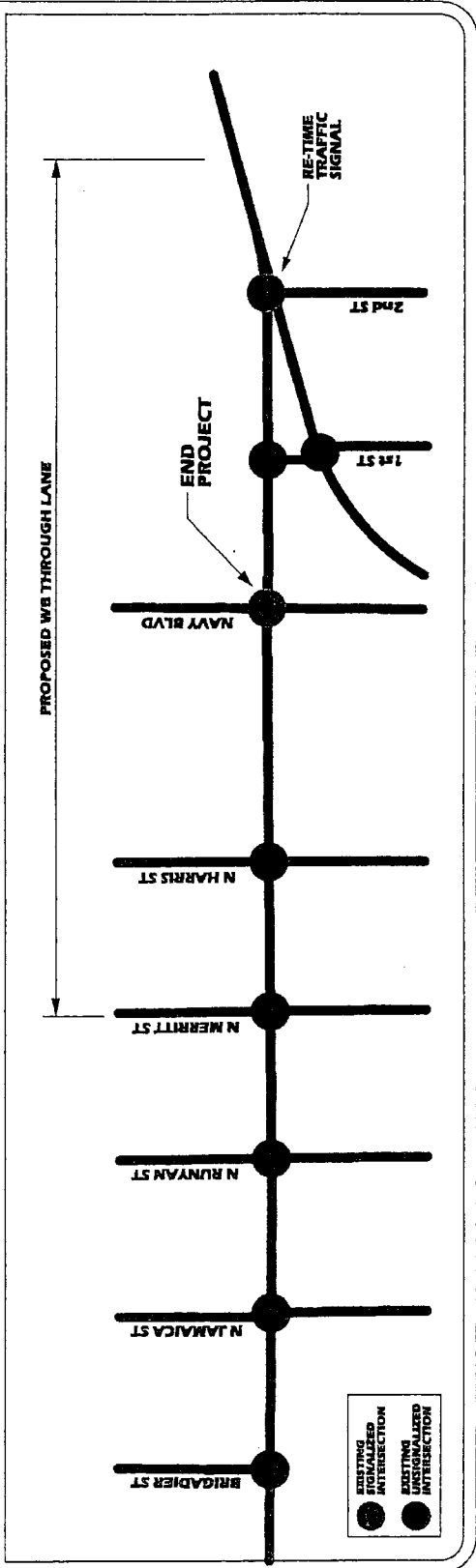
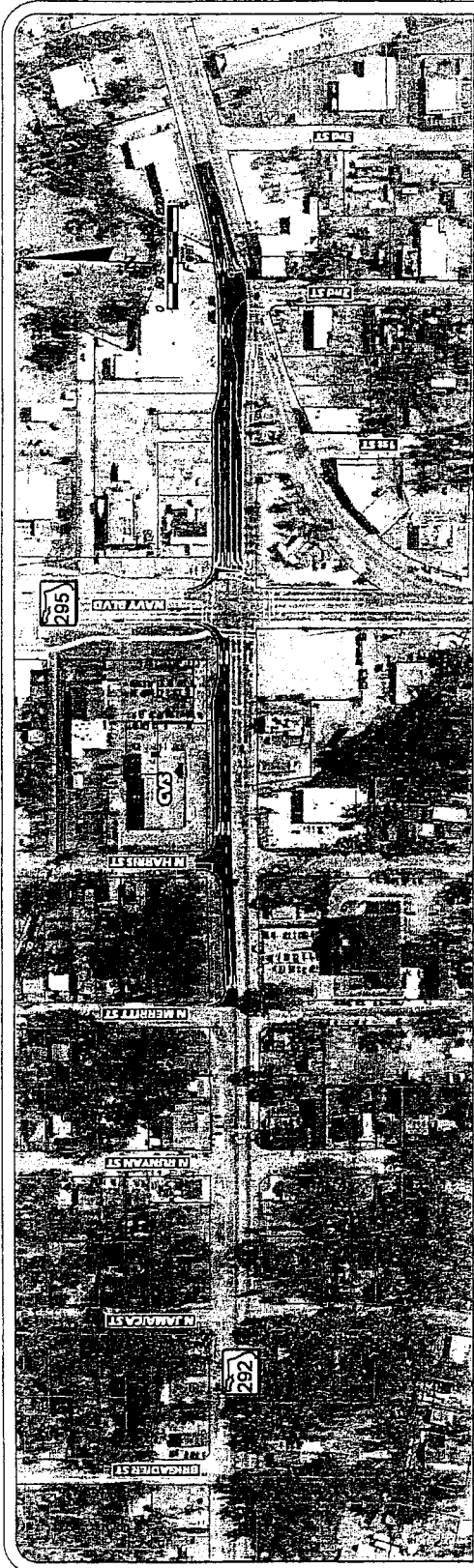


Sheet 9

SR 292 Corridor Management Plan









# Questions

# ESCAMBIA COUNTY

Olive Road Corridor (From Palafox Street to Scenic Highway)  
Engineer and Planning Project and Management Report

**ATKINS**  **DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS





## Purpose

- Recommend approval of Corridor Management Reports
  - East Olive Road Corridor Management Report
    - From Davis Highway to Scenic Highway
    - Conducted by DRMP
  - West Olive Road Corridor Management Report
    - From Davis Highway to Palafox Street
    - Conducted by Atkins (formerly PBS&J)

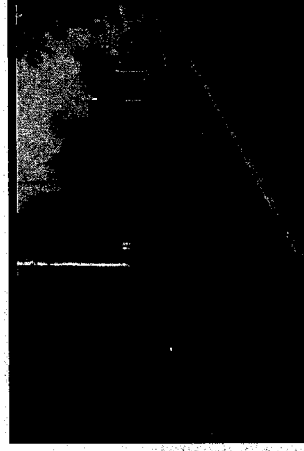
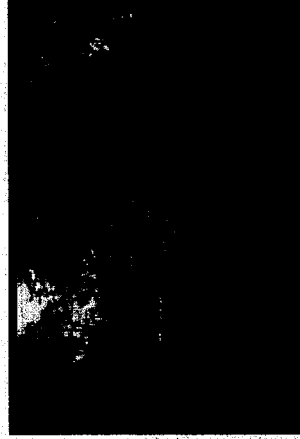
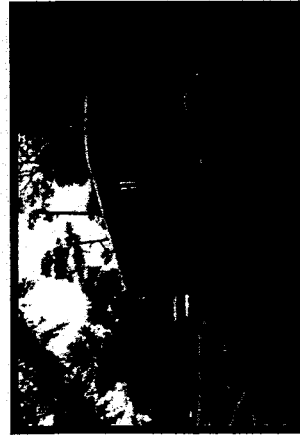
ATKINS





# Study Objectives

- **Improve Safety**
- **Decrease Delay**
- **Improve Level of Service**
- **Develop Bike and Pedestrian Features**

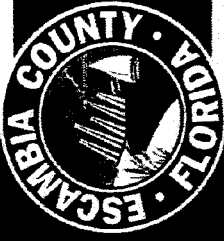




- **Study Outline**
  - Existing and Future Mobility Demands
  - Analysis of Crashes along the Corridor
  - Review of Access Management
  - Need for Intersection Improvements
  - Interaction with Ferry Pass Middle School
  - Coordination with on-going Projects Along the Corridor
- **Travel Demand Analysis**
  - Traffic Volumes
  - Crash History
  - Roadway Characteristics
  - Right-of-Way
- **Public Workshop**
  - Over 100 Participants
  - Favorable Response to Project

**ATKINS**





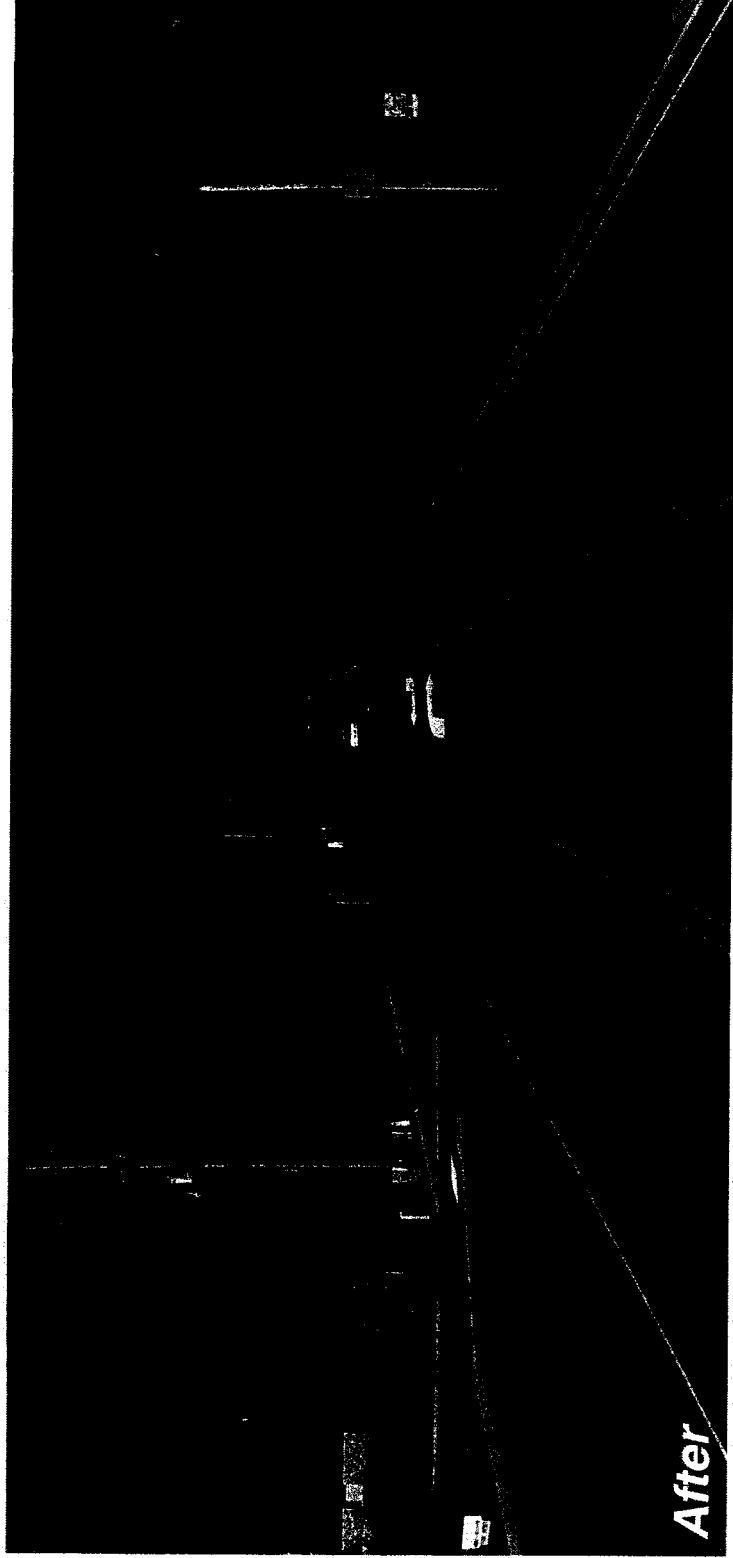
## Public Comments

- **Do not Widen Olive Road to Four Lanes**
- **In Favor of Two Lane with Continuous Left Turn Lane**
- **Strong Support for Sidewalks and Street Lighting**
- **ECUA Should be Strongly Encouraged to Provide Sewer Service**
- **Project needs to begin As Soon As Possible**



# Recommended Typical Section

## Davis Highway to Scenic Highway



ATKINS



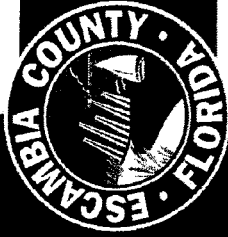




## **Additional Recommendations**

### **Davis Highway to Scenic Highway**

- **Coach Crossing Guard at Ferry Pass Middle School to Reduce Congestion**
- **Lengthen Merge Lane for westbound traffic west of Davis Highway**
- **Comprehensive Signal Timing Recommendation for Olive/Davis Hwy**
- **Signal Warrant Study at Johnson Avenue**

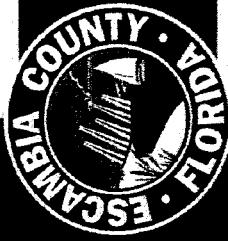


# Recommended Priorities

- **Davis Highway to Scenic Highway**
  1. **Construct sidewalks from Ridgefield Road to Pilgrim Road**
  2. **Construct Two Lane Segment with Continuous Left Turn Lane & Sidewalks**
    - a. **Ridgefield Road to Lode Star Avenue**
    - b. **Lode Star Avenue to Gregg Road**
  3. **Re-Align Johnson Avenue with Harbour Square Drive and Construct Signal**
  4. **Complete Type II Categorical Exclusion (PD&E), if utilizing Federal Funds for future Construction or ROW Acquisition**

ATKINS





# West Olive Road

## West Olive Road Corridor Management Report

- From Davis Highway to Palafox Street
- Conducted by Atkins (formerly PBS&J)

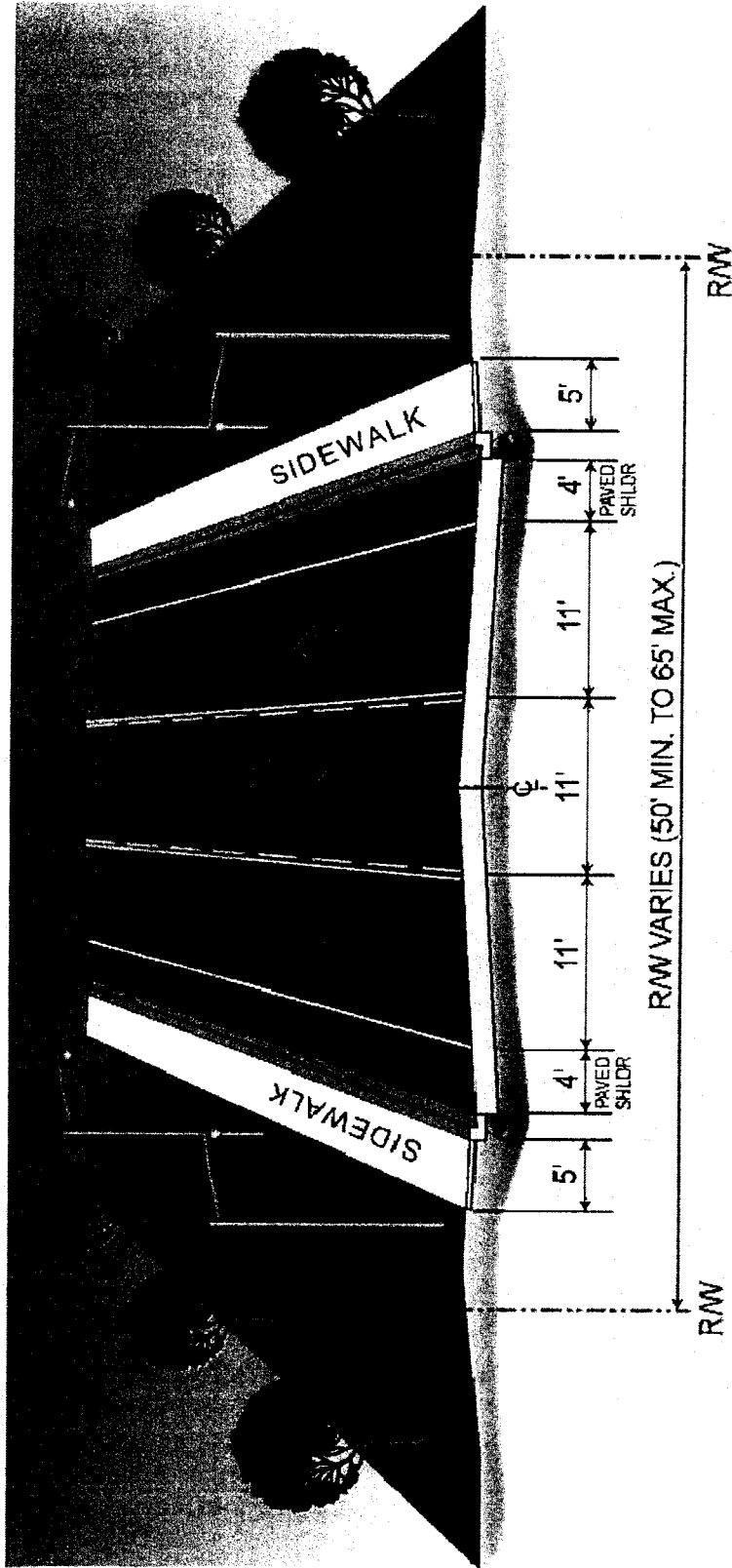
ATKINS





# Recommended Typical Section

## Palafox Street to Davis Highway



ATKINS





## **Additional Recommendations**

### **Palafox Street to Davis Highway**

- **Extend Westbound Through Lane from Davis to Olive Road Baptist Church Parking Lot Entrance**
- **Install Signal at Cody Road with Westbound Right Turn Lane**
- **Install Signage Warning Motorist that Olive Road ends at Palafox Street**

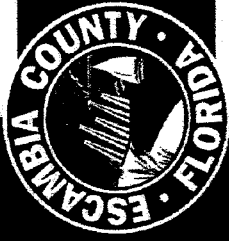


# Recommended Priorities

- **Palafox Street to Davis Highway**
  1. **Install Signal at Cody Lane ✓**
  2. **Extend Westbound Through Lane from Davis to Olive Road Baptist Church Parking Lot Entrance**
  3. **Complete Master Drainage Basin Study**
  4. **Construct Two Lane Segment with Continuous Left Turn Lane & Sidewalks**
    - a. **Davis Highway to Cody Lane**
    - b. **Cody Lane to Palafox Street**

ATKINS





# Other Recommendations

- Pursue Transportation Design for Livable Communities (TDLC)

Landscaping

Sidewalks

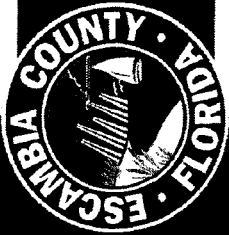
Street furniture

Bicycle lanes

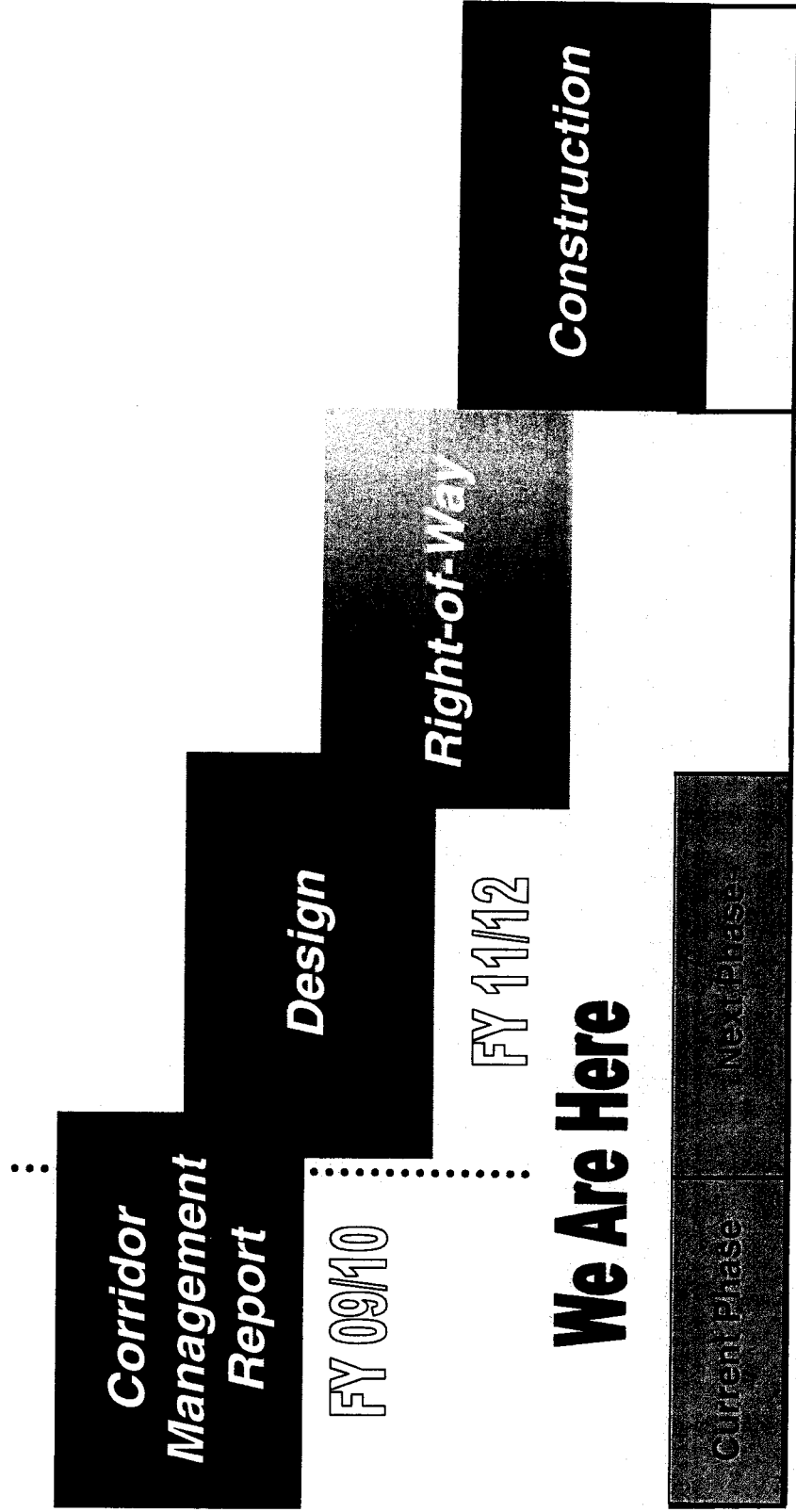
Transit system accommodations

Lighting





# Project Production Process



April 2011

April 2013

November 2014

ATKINS





# Questions

ATKINS



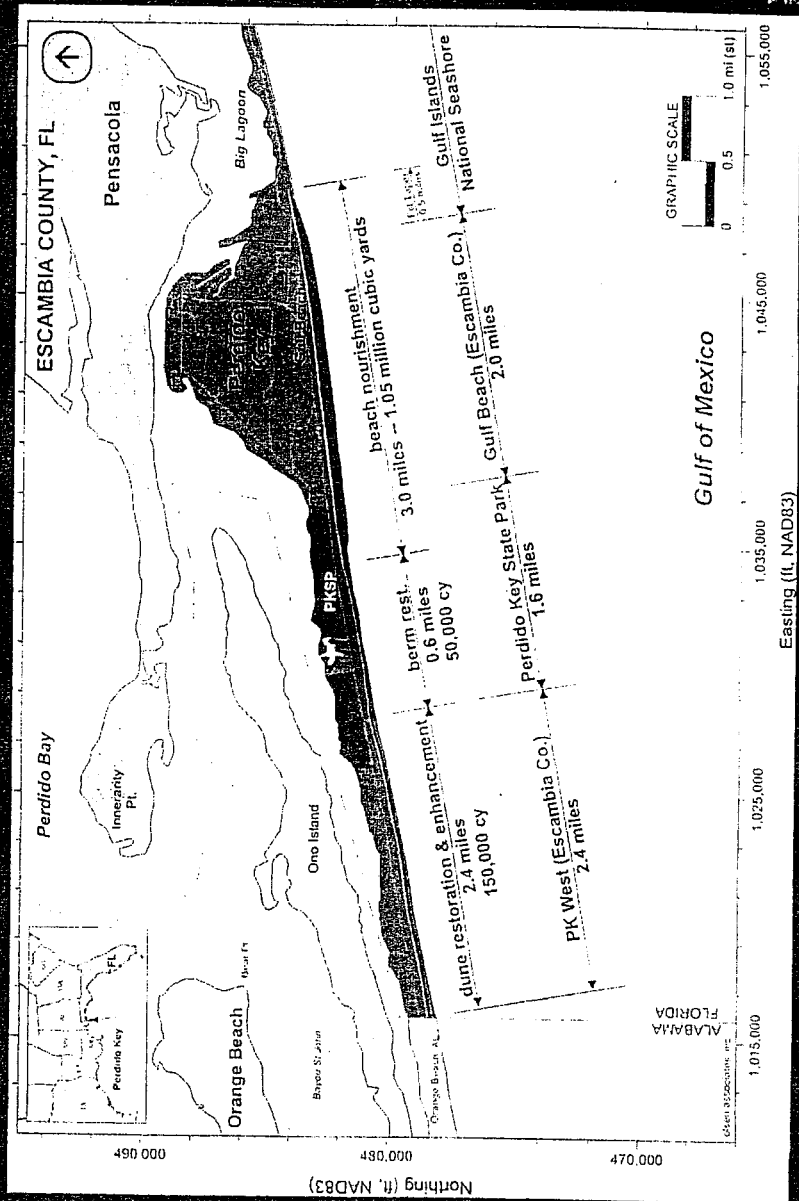


**Obtaining Easements on Perdido Key for  
Maintenance of FEMA Berms/Dunes and  
Beach Nourishment  
April 12, 1011**

**Community & Environment Department  
Water Quality & Land Management Division**

# Perdido Key Nourishment Plan View

## Construction Segments

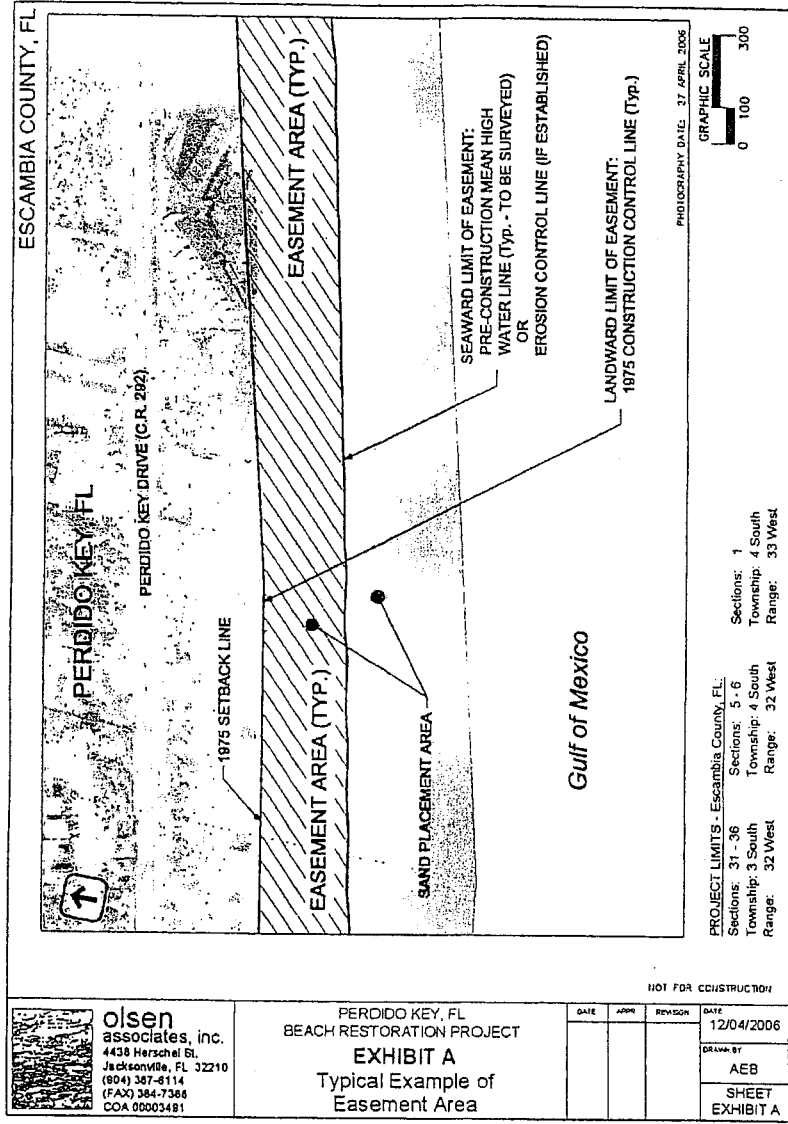


# Beach Nourishment Project Update

- Borrow site identified and permitted (approximately 2 miles south of Eden)
- ACOE and FDEP permits obtained
- Local funding source has not been identified
- Easements to construct the project have not been obtained
- State cost share will not be allocated until project is locally funded and ready to construct
- Funding has been requested from BP through the NRDA process for construction
- Perdido Key East – typical nourishment as seen on Pensacola Beach/Gulf Shores/Orange Beach
- Perdido Key West – additional dune construction
- Additional information / project docs available on County website

# Where is the Easement request area?

The requested easement is located from the 1975 Coastal Construction Control Line south to Mean High Water





What would the requested Easement provide for?

- Authorize Escambia County access south of the 1975 CCCL to perform environmental monitoring, disaster response, and dune/beach restoration
- Does not authorize access north of the 1975 CCCL.



# Duration of Easement

- Duration to be established by the BCC
- Draft easement is written as permanent
- Staff recommendation – 12-15 years
  - Uncertain duration of oil spill response and monitoring
  - If beach nourishment is funded, would allow for two projects (average lifespan without storms is approximately 10-12 years)

# Public Input Meeting Held

January 13, 2011

- Summary of Meeting
  - Staff discussed Easements, Erosion Control Line, and status of the Beach Nourishment project
  - Questions/concerns from citizens
  - Why easements before funding source identified?

# Public Input Meeting Held

January 13, 2011

- Summary of Meeting Staff
  - Staff discussed Easements, Erosion Control Line, and status of the Beach Nourishment project
  - Questions/concerns from citizens
  - Why have a duration beyond initial construction?
  - Why not have a variable duration easement triggered by intensity of an event?

# Staff Recommendations

- Easement Duration – 12-15 years
- Easement efforts focus on properties between Perdido Key State Park and Johnson Beach
- Properties west of Perdido Key State Park have seen significant beach recovery and may not need additional sands placed until after the next major storm
- Staff bring forth a recommendation to record the Erosion Control Line



# Beach Nourishment Project Update

- Borrow site identified and permitted (approximately 2 miles south of Eden)
- ACOE and FDEP permits obtained
- Local funding source has not been identified
- Easements to construct the project have not been obtained
- State cost share will not be allocated until project is locally funded and ready to construct
- Funding has been requested from BP through the NRDA process for construction
- Perdido Key East – typical nourishment as seen on Pensacola Beach/Gulf Shores/Orange Beach
- Perdido Key West – additional dune construction
- Additional information / project docs available on County website

# Questions? For Additional Information

## Project Manager

- Timothy Day, CFM
- Environmental Programs Manager
- 3363 West Park Place
- Pensacola, FL 32505
- (850) 595-1144 - phone
- [trday@myescambia.com](mailto:trday@myescambia.com) - email

## County Web Site

- <http://www.myescambia.com/Bureaus/DevelopmentServices/PerdidKeyBeachNourishment.html>

DRAFT

DRAFT

DRAFT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Perdido Key Beach Restoration, Nourishment and Erosion Control Project

Dear \_\_\_\_\_:

The Board of County Commissioners has directed its staff to begin development of an engineered beach and dune system along the Gulf of Mexico that will help protect properties on Perdido Key against damage from hurricane storm surge and preserve the environmentally sensitive beach ecosystems. Photographs of a similar engineered beach and dune system that the County developed on Pensacola Beach are enclosed with this letter. Additional information on this project is available on the County's website at \_\_\_\_\_.

In order to accomplish this project, the County will need to construct a portion of the beach and dune system on the southern portion of your property seaward of the 1975 Coastal Construction Control Line. The Beach Restoration, Nourishment and Erosion Control Easement enclosed with this letter will reflect your consent for the County to use the southern portion of your property to develop and maintain the engineered beach and dune system.

If the easement meets with your approval, please date it on the first page, sign the second page in the presence of two witnesses and a notary public, have the witnesses and the notary sign where indicated and return the completed easement to the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

If you have any questions or concerns, please do not hesitate to contact the project manager, Timothy Day, Environmental Programs Manager, at (850) 595-1144. Thank you for your assistance; success of this project depends on the unanimous support of the Perdido Key community.

Very truly yours,

, Chairman

Enclosure

DRAFT

DRAFT

DRAFT

This document prepared by:  
Stephen G. West, Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
850-595-4970

**Property Address**

**Parcel ID #**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**BEACH RESTORATION, NOURISHMENT, AND  
EROSION CONTROL EASEMENT**

GRANTORS:       Name 1  
                  Name 2  
                  Current Address 1  
                  Current Address 2

GRANTEE:       Escambia County, a political subdivision of the State of Florida, whose  
                  address is 221 Palafox Place, Pensacola, Florida 32502

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural,  
masculine and feminine, heirs, legal representatives, successors and assigns.)

DATE:           \_\_\_\_\_ , 20\_\_

WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the  
attached Exhibit A, located on Perdido Key in Escambia County, Florida; and

WHEREAS, Grantee desires to enter upon the southern portion of Grantor's Property for  
the purpose of beach restoration, nourishment, erosion control and environmental monitoring;  
and

WHEREAS, Grantor has agreed to grant an easement to Grantee over and across the  
southern portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the benefits that will accrue to the Property  
from Grantee's beach restoration, nourishment, and erosion control project, and other good and  
valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor waives  
and releases the right to just compensation and an appraisal and donates to Grantee a perpetual  
easement over that portion of the Property described in Exhibit A that is located seaward of the  
1975 Coastal Construction Setback Line recorded in Plat Book 9 at page 72 through 72P of the  
public records of Escambia County, Florida (the Easement Area), for the purpose of constructing



DRAFT

DRAFT

DRAFT

and maintaining a beach restoration, nourishment, erosion control and environmental monitoring system. The rights conveyed to Grantee by this easement shall include the authority to construct, monitor, and maintain dunes and berms, to deposit sand and alter the contour of the beach, dunes and berms, to plant vegetation, and to remove debris, environmental contaminants, and obstructions from the Easement Area.

GRANTOR shall retain the right to construct beach access structures in accordance with any applicable federal, state, or local law or regulation, provided that such structures shall not compromise the integrity of the beach, dunes, or berms in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the appropriate government entity or agency.

GRANTOR WARRANTS to Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has full authority to grant this easement over the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the date first written above.

Signed, sealed and delivered  
in our presence as Witnesses:

GRANTOR:

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who  is personally known to me, or  has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

DRAFT

DRAFT

DRAFT

ACCEPTANCE

This Easement was accepted by Escambia County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Pensacola Beach Advocates (PBA)  
Fee Simple Title

Proposed Resolution

On January 20, 2011, the Escambia County Board of County Commissioners (BOCC) approved Joint Resolution R2011-\_\_\_\_ and draft Federal legislation to release the Federal restrictions on the transfer of fee simple title to Pensacola Beach leaseholders. If (1) Congress passes such legislation and (2) the Escambia County Property Appraiser eventually gains the right to assess the land as well as the improvements on Pensacola Beach for ad-valorem tax purposes, then the BOCC intends to offer fee simple title to the Pensacola Beach leaseholders on terms consistent with the Federal legislation and the BOCC Resolution R2010-214.

Furthermore, the BOCC intends that:

- Wherever possible, fee simple title will be offered directly to sub-lessees.
- Lease fees will be eliminated for all leaseholders, including those that do not accept fee simple title.
- The Santa Rosa Island Authority or similar entity will be maintained to provide the current level of service in the areas of public safety, maintenance and recreational promotion.
- There is no intention to amend the Pensacola Beach's portion of the Escambia County Master Plan, rezone residential lots for commercial or condominium development, or alter the residential building cap.



**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 ◆

**AI-667**

**Item #: 12. 1.**

**BCC Regular Meeting**

**Meeting**

**Date:** 04/21/2011

**Issue:** Acceptance of Reports

**From:** Doris Harris

---

**Information**

**Recommendation:**

**Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department**

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. Payroll Expenditures for Pay Date April 15, 2011, in the amount of \$2,154,075.55;

B. The following two Disbursements of Funds:

(1) March 31, 2011, to April 6, 2011, in the amount of \$12,653,880.11; and

(2) April 7, 2011, to April 13, 2011, in the amount of \$4,579,878.74;

C. The following two Budget Comparison Reports for the first six months of Fiscal Year 2010-2011:

(1) Summarized, by fund, Budget to Actual Comparison as of March 31, 2011; and

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of March 31, 2011; and

D. The Investment Report for month ended March 31, 2011.

---

**Attachments**

**20110421 CR I-1**



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

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

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

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

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

Pay Date: April 15, 2011

Check No:	\$0.00
Direct Deposits:	\$1,140,341.17
Total Deductions and Matching Costs:	\$1,013,734.38
Total Expenditures:	\$2,154,075.55

2011 APR 14 P 12:49  
CLERK OF THE CIRCUIT COURT  
OF  
ESCAMBIA COUNTY, FLORIDA



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

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

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

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

Escambia County, Florida  
 Disbursement of Funds From:

03/31/11 to 04/06/11

DISBURSEMENTS

Computer check run of:

04/06/11

\$ 2,227,393.21

L-Vendor

\$ 78,214.74

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>1,959,718.14</u>
Elected Official	\$ <u>8,356,610.01</u>
Preferred Governmental Claims	\$ <u>19,412.89</u>
Credit Card Purchases	\$ <u>12,531.12</u>

Total Disbursement by Wire

\$ 10,348,272.16

TOTAL DISBURSEMENTS

\$ 12,653,880.11

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 BOARD OF  
 COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FL  
 APR - 1 P 2:51



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

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

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

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

Escambia County, Florida  
 Disbursement of Funds From:

04/07/11 to 04/13/11

DISBURSEMENTS

Computer check run of:

04/13/11

\$ 2,581,915.51

L-Vendor

\$ 0.00

Hand-Typed Checks:

\$ 888,535.50

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>382,869.43</u>
Dental Insurance	\$ <u>67,806.20</u>
Credit Card Purchases	\$ <u>16,568.34</u>
Other                    Veolia Transportation	\$ <u>575,854.84</u>
Civic Center	\$ <u>66,328.92</u>

Total Disbursement by Wire

\$ 1,109,427.73

TOTAL DISBURSEMENTS

\$ 4,579,878.74

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

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

2011 APR 14 A 8:52  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FLORIDA





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  
 ESCAMBA 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:** April 14, 2011

**SUBJECT:** Budget Comparison Reports for fiscal year 2011

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for the first six months, or 50%, of Fiscal Year 2010-2011 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of March 31, 2011.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of March 31, 2011.

PLS/nac

2011 APR 14 P 12:49  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBA COUNTY, FLORIDA



**Budget to Actual Summary Report**  
**For the fiscal year 2011**  
**as of March 31, 2011**  
**6 months or 50% of Fiscal Year**

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference
	BUDGET as originally published	Re-Budgets and Budget Amendments	Amended Budget	2011 Actual Revenue	Percent Realized To Date	2011 Actual Expenditures	Percent Realized To Date	
001 General Fund	\$ 174,228,334	\$ 14,664,850	\$ 188,893,184	\$ 107,693,964	57%	\$ 81,094,945	43%	\$ 26,599,019
101 Esc. County Restricted	269,109	1,385,653	1,654,762	157,706	10%	175,360	11%	(17,654)
102 Economic Development	2,594,460	1,609,328	4,203,788	329,465	n/a	571,138	14%	(241,673)
103 Code Enforcement	2,227,264	1,365,076	3,592,340	1,140,782	32%	860,349	24%	280,433
104 Mass Transit	9,079,695	4,065	9,083,760	3,874,631	43%	3,148,154	35%	726,477
106 Mosquito Control	35,000	58,488	93,488	9,528	10%	12,472	13%	(2,944)
108 Tourist Promotion	5,316,250	1,170,100	6,486,350	2,189,917	34%	2,341,749	36%	(151,832)
110 Grants Fund	8,551,476	12,782,561	21,334,037	1,452,501	7%	2,035,901	10%	(583,400)
112 Disaster Recovery	0	5,161,081	5,161,081	1,276,455	25%	4,790,897	93%	(3,514,442)
114 Misdemeanor Probation	2,357,564	(49,883)	2,307,681	1,277,279	55%	1,061,668	46%	215,611
115 Article V	3,028,327	2,895,379	5,923,706	1,329,595	22%	1,162,371	20%	167,224
116 Development Review Fees	250,647	47,678	298,325	141,249	47%	100,749	34%	40,500
117 Perdido Key Beach Mouse	0	129,105	129,105	547	n/a	0	n/a	547
120 SHIP	4,197,855	3,200	4,201,055	44,643	1%	409,428	10%	(364,785)
121 Law Enforcement Trust	0	391,017	391,017	180,775	n/a	105,423	n/a	75,352
124 Affordable Housing Grant	1,731,341	59,415	1,790,756	22,640	1%	160,387	9%	(137,747)
129 CDBG/HUD	7,859,974	643,578	8,503,552	1,990,902	23%	1,921,866	23%	69,036
130 Handicapped Parking	19,000	255,133	274,133	9,545	3%	45,880	17%	(36,335)
131 Family Mediation	108,000	14,180	122,180	513	0%	2,778	2%	(2,265)
143 Fire Protection Fund	11,599,582	690,604	12,290,186	8,477,307	69%	5,611,099	46%	2,866,208
145 E-911	1,282,500	1,478,701	2,761,201	245,016	9%	679,702	25%	(434,686)
146 HUD-CDBG Housing Rehab	50,000	13,015	63,015	177	0%	0	0%	177
147 HUD-Home Fund	4,751,513	405,465	5,156,978	816,027	16%	768,138	15%	47,889
148 Community Redevelopment	3,036,775	3,982,314	7,019,089	636,694	9%	765,404	11%	(128,710)
149 Southwest Sector	0	4,382,578	4,382,578	86,757	2%	186,425	4%	(99,668)

4/14/2011  
 10:21  
 (1)



**Budget to Actual Summary Report**  
 For the fiscal year 2011  
 as of March 31, 2011  
 6 months or 50% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY		Total Revenue		Total Expenditures		Difference	
	BUDGET as originally published	Re-Budgets and Budget Amendments	Amended Budget	2011 Actual Revenue	Percent Realized To Date	2011 Actual Expenditures		Percent Realized To Date
167 Bob Sikes Toll	2,707,500	878,773	3,586,273	1,662,264	46%	1,226,879	34%	435,385
175 Transportation Trust	19,932,650	4,749,894	24,682,544	10,672,340	43%	9,227,368	37%	1,444,972
177 StreetLighting and Road MSBU	718,641	174,190	892,831	699,163	78%	260,718	29%	438,445
181 Master Drainage	59,422	1,388,325	1,447,747	33,049	2%	293,416	20%	(260,367)
203 Debt Service	10,360,809	78,811	10,439,620	4,009,605	38%	3,189,614	31%	819,991
320 FTA Grants	0	2,709,833	2,709,833	411,033	15%	435,753	16%	(24,720)
333 New Road Construction	0	463,676	463,676	1,667	0%	200,812	43%	(199,145)
350 LOST I	0	80,105	80,105	153	n/a	80,105	n/a	(79,952)
351 LOST II	0	24,933,231	24,933,231	1,643,379	7%	4,638,057	19%	(2,994,678)
352 LOST III	31,430,568	63,873,586	95,304,154	14,648,034	15%	13,685,995	14%	962,039
401 Solid Waste	19,941,580	4,912,555	24,854,135	6,266,321	25%	9,217,690	37%	(2,951,369)
406 Inspections	2,912,434	1,951,022	4,863,456	878,941	18%	1,239,328	25%	(360,387)
408 EMS	13,561,934	7,535,785	21,097,719	7,199,518	34%	4,966,183	24%	2,233,335
409 Civic Center	6,602,079	389,079	6,991,158	2,396,921	34%	3,421,728	49%	(1,024,807)
501 Internal Service Fund	26,514,915	5,219,197	31,734,112	12,016,485	38%	4,918,516	15%	7,097,969
<b>TOTALS</b>	<b>\$ 377,317,198</b>	<b>\$ 172,880,743</b>	<b>\$ 550,197,941</b>	<b>\$ 195,923,488</b>	<b>36%</b>	<b>\$ 165,014,445</b>	<b>30%</b>	

<sup>1</sup> This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.



**Comparison of Actual Revenues & Expenditures to Prior Fiscal Year**  
**For the fiscal year 2011**  
**as of March 31, 2011**  
**6 months or 50% of Fiscal Year**

Fund #	Fund Name	Actual Revenue Oct - Mar Fiscal 2011	Actual Revenue Oct - Mar Fiscal 2010	Percent comparison to FY 2010	Actual Expenditures Oct - Mar Fiscal 2011	Actual Expenditures Oct - Mar Fiscal 2010	Percent comparison to FY 2010
001	General Fund	\$ 107,693,964	\$ 106,217,582	1%	\$ 81,094,945	\$ 75,356,162	8%
101	Esc. County Restricted	157,706	134,559	17%	175,360	52,951	231%
102	Economic Development	329,465	7,004	4604%	571,138	739,177	-23%
103	Code Enforcement	1,140,782	1,250,541	-9%	860,349	955,439	-10%
104	Mass Transit	3,874,631	4,497,197	-14%	3,148,154	3,429,648	-8%
106	Mosquito Control	9,528	18,551	-49%	12,472	11,519	8%
108	Tourist Promotion	2,189,917	1,693,781	29%	2,341,749	1,852,207	26%
110	Grants Fund	1,452,501	806,079	80%	2,035,901	1,190,641	71%
112	Disaster Recovery	1,276,455	(311,627)	-510%	4,790,897	0	n/a
114	Misdemeanor Probation	1,277,279	1,145,918	11%	1,061,668	1,015,950	5%
115	Article V	1,329,595	1,104,783	20%	1,162,371	1,221,018	-5%
116	Development Review Fees	141,249	127,302	11%	100,749	123,899	-19%
117	Perdido Key Beach Mouse	547	218	151%	0	0	100%
120	SHIP	44,643	196,536	-77%	409,428	1,573,533	-74%
121	Law Enforcement Trust	180,775	77,034	135%	105,423	215,468	-51%
124	Affordable Housing Grant	22,640	4,430	411%	160,387	87,522	83%
129	CDBG/HUD	1,990,902	2,005,182	-1%	1,921,866	1,704,484	13%
130	Handicapped Parking	9,545	8,631	11%	45,880	4,225	986%
131	Family Mediation	513	336	53%	2,778	958	190%
143	Fire Protection Fund	8,477,307	8,081,423	5%	5,611,099	4,812,013	17%
145	E-911	245,016	271,675	-10%	679,702	200,692	239%

**4/21/2011**  
**CR I-1C(2)**



**Comparison of Actual Revenues & Expenditures to Prior Fiscal Year**  
**For the fiscal year 2011**  
**as of March 31, 2011**  
**6 months or 50% of Fiscal Year**

Fund #	Fund Name	Actual Revenue Oct - Mar Fiscal 2011	Actual Revenue Oct - Mar Fiscal 2010	Percent comparison to FY 2010	Actual Expenditures Oct -Mar Fiscal 2011	Actual Expenditures Oct - Mar Fiscal 2010	Percent comparison to FY 2010
146	HUD-CDBG Housing Rehab	177	282	-37%	0	0	100%
147	HUD-Home Fund	816,027	479,378	70%	768,138	475,974	61%
151	Community Redevelopment	636,694	660,824	-4%	765,404	672,646	14%
152	Southwest Sector	86,757	71,628	21%	186,425	160,282	16%
167	Bob Sikes Toll	1,662,264	1,243,872	34%	1,226,879	425,088	189%
175	Transportation Trust	10,672,340	8,943,514	19%	9,227,368	8,962,733	3%
177	StreetLighting and Road MSBU	699,163	533,667	31%	260,718	255,686	2%
181	Master Drainage	33,049	43,457	-24%	293,416	44,405	561%
203	Debt Service	4,009,605	4,003,077	0%	3,189,614	3,805,726	-16%
320	FTA Grants	411,033	18,562	2114%	435,753	53,545	714%
333	New Road Construction	1,667	1,389	20%	200,812	0	100%
350	LOST I	153	1,666	-91%	80,105	0	100%
351	LOST II	1,643,379	2,448,654	-33%	4,638,057	4,147,305	12%
352	LOST III	14,648,034	12,546,645	17%	13,685,995	9,925,175	38%
401	Solid Waste	6,266,321	5,443,588	15%	9,217,690	6,746,067	37%
406	Inspections	878,941	857,448	3%	1,239,328	1,202,072	3%
408	EMS	7,199,518	6,554,567	10%	4,966,183	4,071,678	22%
409	Civic Center	2,396,921	2,921,175	-18%	3,421,728	4,263,989	-20%
501	Internal Service Fund	12,016,485	5,253,090	129%	4,918,516	5,226,072	-6%
	<b>TOTALS</b>	\$ 195,923,488	\$ 179,363,618	9%	\$ 165,014,445	\$ 144,985,949	14%

**4/21/2011**  
**CR I-1C(2)**



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

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT 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:** April 14, 2011

**SUBJECT:** March 2011 Investment Report

**RECOMMENDATION:**

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

The total portfolio earnings for the month of March equaled \$139,517. The short term portfolio achieved an average yield of .34% benchmarked against the Standard & Poor's Government Investment Pool 30 Day index yield of .08%. The core long-term portfolio achieved an average Yield to Maturity at Cost of 1.19% benchmarked against the Merrill Lynch 1 – 3 Yr. Treasury Index of (.07%).

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

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

PLS/nac

2011 APR 14 P 2:35  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 ERNIE LEE MAGAHA

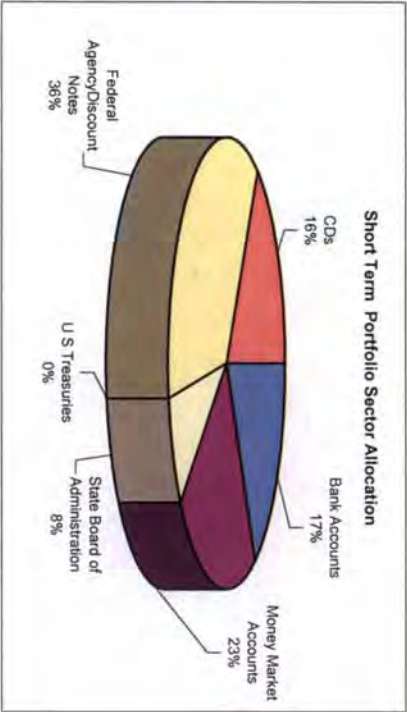




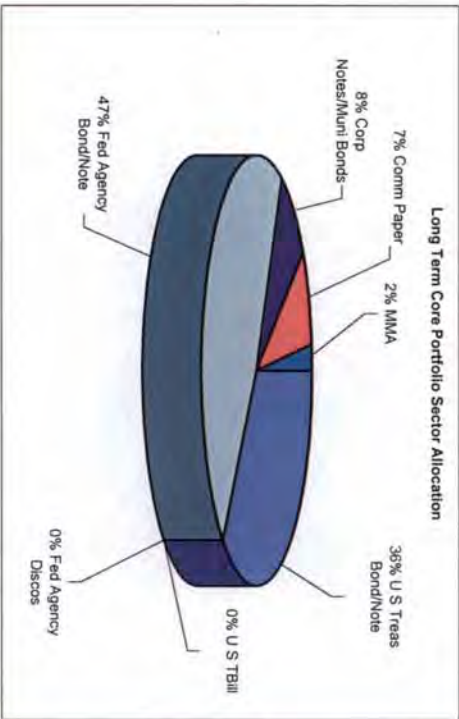
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
 FISCAL YEAR 2010-2011  
 As of March 31, 2011

4/21/2011  
CR I-1D

**PORTFOLIO COMPOSITION**



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)			
	Par Value	Market Value	Percent
Bank Accounts	\$ 20,869,218	\$ 20,869,218	17%
Money Market Accounts	27,849,187	27,849,187	23%
State Board of Administration	10,001,248	10,001,248	8%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	45,000,000	44,976,100	36%
Certificates of Deposit	20,000,000	20,000,000	16%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 123,719,653</b>	<b>\$ 123,695,753</b>	<b>100%</b>
<b>Short Term Portfolio Yield:</b>	<b>0.34%</b>	<b>YTD Earnings: \$119,711</b>	
<b>Benchmark S&amp;P GIP Index 30 Day:</b>	<b>0.08%</b>		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 36,340,000	\$ 36,347,628	36%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	47,910,000	48,823,506	47%
Federal Agency Bond/Note	8,650,000	9,108,329	8%
Corporate Notes/Muni Bonds	7,319,000	7,318,608	7%
Commercial Paper	1,988,800	1,988,800	2%
Federated Govt Money Market Fund	-	-	-
<b>Total Managed CORE Assets:</b>	<b>\$102,207,800</b>	<b>\$103,566,872</b>	<b>100%</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.19%</b>	<b>YTD Earnings: \$ 667,225</b>	
<b>CORE Portfolio Yield to Maturity at Market:</b>	<b>1.25%</b>		
<b>Benchmark Merrill Lynch 1-3 Yr Treasury Index:</b>	<b>-0.07%</b>		

Total Portfolio: \$ 225,927,453    \$ 227,282,625  
 Current Month Earnings: \$ 139,517  
 Year to Date Earnings: \$ 786,935



**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 ◆

**AI-669**

**Item #: 12. 2.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**Issue:** Acceptance of Documents

**From:** Doris Harris

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**Information**

**Recommendation:**

**Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office**

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

- A. The Pensacola Sports Association, Inc., Pensacola, Florida, Financial Statements, September 30, 2010, with Independent Auditor's Report, as prepared and audited by Carlson Company, Chartered, Certified Public Accountants, and received in the Clerk to the Board's Office on April 1, 2011;
- B. Closing documents relating to the sale of surplus property, located at 7940 Hayworth Avenue, to Wendell S. Graham, as approved by the Board on April 8, 2010, executed by the Chairman on April 4, 2011, and received in the Clerk to the Board's Office on April 4, 2011; and
- C. Closing documents relating to the sale of surplus property, located at 1100 Block of McKinnonville Road, to Wendell S. Graham, as approved by the Board on July 8, 2010, executed by the Chairman on April 4, 2011, and received in the Clerk to the Board's Office on April 4, 2011.

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**Attachments**

**20110421 CR I-2**





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

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT 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:** April 1, 2011

**SUBJECT:** Financial Statements

2011 APR - 1 A 9:11  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL

**RECOMMENDATION:**

That the Board accept, for filing with the Board's Minutes, the Financial Statements for Pensacola Sports Association for the Fiscal Year ended September 30, 2010, as prepared and audited by Carlson & Company, Certified Public Accountants and Consultants.

PLS/nac



FINANCE ADMINISTRATION  
ERNIE LEE MAGAHA 101 WEST MAIN STREET  
CLERK OF CIRCUIT COURT POST OFFICE BOX 12463  
ESCAMBIA COUNTY, FL PENSACOLA, FLORIDA 32591  
PHONE: 850/434-2800  
FAX: 850/432-4237  
www.pensacolasports.com

2011 MAR 31 P 12:49  
FINANCE ADMINISTRATION

March 31, 2011

Ms. Patty Sheldon  
Clerk of the Circuit Court  
Escambia County  
221 Palafox Place  
Pensacola, FL 32502

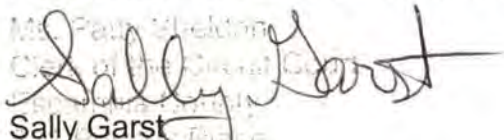
Re: 2010 Audited Financial Statement for Pensacola Sports Association

Dear Ms. Sheldon:

We respectfully submit the 2010 audited financial statements for the Pensacola Sports Association as required by our contract with Escambia County (dated 1 October, 2010). These final statements take the place of the draft I submitted to you last week.

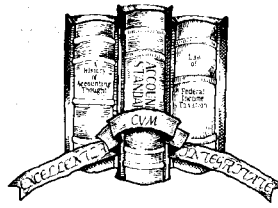
Thank you for the help and support you give us; should you have any questions, please call me any time at 434-2800.

PENSACOLA SPORTS ASSOCIATION

  
Sally Garst  
Special Events  
Pensacola, FL 32502

Enclosure

4/21/2011  
CR I-2A



**Carlson & Company, Chartered**  
Certified Public Accountants

**Pensacola Sports Association, Inc.**

Pensacola, Florida

Financial Statements

September 30, 2010

with

Independent Auditors' Report

**4/21/2011**  
**CR L-2A**

**Pensacola Sports Association, Inc.**

Pensacola, Florida

Financial Statements

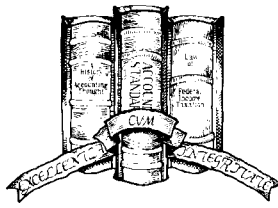
September 30, 2010

with

Independent Auditors' Report

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Independent Auditors' Report	1
Statement of Financial Position	2
Statement of Activities	3
Statement of Changes in Net Assets	4
Statement of Cash Flows	5
Notes to the Financial Statements	6
Unaudited Supplementary Information:	
Independent Auditors' Report on Unaudited Supplementary Information	10
Unaudited Supplemental Schedule of Expenses	11



Carlson & Company, Chartered  
Certified Public Accountants

Independent Auditors' Report

Board of Directors  
Pensacola Sports Association, Inc.  
Pensacola, Florida

We have audited the accompanying statement of financial position of Pensacola Sports Association, Inc. (the Association), as of September 30, 2010, and the related statement of activities, changes in net assets, and cash flows, for the year then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pensacola Sports Association, Inc., as of September 30, 2010, and the changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

March 23, 2011

*Carlson & Company*

**Pensacola Sports Association, Inc.**  
**Statement of Financial Position**  
**September 30, 2010**

ASSETS	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Current assets:				
Cash and cash equivalents	\$ 48,764	\$ -	\$ 217	\$ 48,981
Cash - scholarship escrow	8,314	-	-	8,314
Accounts receivable	9,664	-	20,862	30,526
Prepaid expense	8,562	-	353	8,915
Intercompany due from/(to)	20,521	-	(20,521)	-
<b>Total current assets</b>	<b>95,825</b>	<b>-</b>	<b>911</b>	<b>96,736</b>
Other assets:				
Investments	415,820	-	-	415,820
Property and equipment:				
PSA building	-	423,757	-	423,757
Office equipment	40,660	-	17,582	58,242
<b>Total property and equipment, at cost</b>	<b>40,660</b>	<b>423,757</b>	<b>17,582</b>	<b>481,999</b>
Less accumulated depreciation	(29,785)	(300,157)	(13,070)	(343,012)
<b>Property and equipment, net</b>	<b>10,875</b>	<b>123,600</b>	<b>4,512</b>	<b>138,987</b>
<b>Total assets</b>	<b>\$ 522,520</b>	<b>\$ 123,600</b>	<b>\$ 5,423</b>	<b>\$ 651,543</b>
 <b>LIABILITIES AND NET ASSETS</b>				
Current liabilities:				
Accounts payable	\$ 16,747	\$ -	\$ 257	\$ 17,004
Deferred revenue - event prepayments	26,755	-	-	26,755
Scholarship escrow liability	7,397	-	-	7,397
<b>Total liabilities</b>	<b>50,899</b>	<b>-</b>	<b>257</b>	<b>51,156</b>
Net assets:				
Unrestricted net assets	471,621	123,600	5,166	600,387
<b>Total liabilities and net assets</b>	<b>\$ 522,520</b>	<b>\$ 123,600</b>	<b>\$ 5,423</b>	<b>\$ 651,543</b>

The accompanying notes are an integral part of these financial statements.



**Pensacola Sports Association, Inc.**  
**Statement of Activities**  
For the Year Ended September 30, 2010

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Change in Unrestricted Net Assets:				
Revenues and support:				
Corporate sponsorships	\$ 102,818	\$ -	\$ -	\$ 102,818
Program revenues	171,240	-	-	171,240
Escambia Co. tourist development contract	-	-	225,000	225,000
In-kind donations	20,079	-	-	20,079
In-kind property allowance	33,600	-	-	33,600
Membership dues	23,700	-	-	23,700
Miscellaneous	2,976	-	-	2,976
Interest and dividends	19,408	-	-	19,408
Rental revenue (net of direct expenses)	4,800	-	-	4,800
Recognized gain on investments	23,011	-	-	23,011
Realized loss on investments	(1,901)	-	-	(1,901)
Total revenues	<u>399,731</u>	<u>-</u>	<u>225,000</u>	<u>624,731</u>
Expenses:				
Management and general expenses	147,369	-	-	147,369
Program related expenses	170,472	-	222,139	392,611
In-kind donations	20,079	-	-	20,079
In-kind property allowance	33,600	-	-	33,600
Depreciation	5,359	21,188	1,725	28,272
Total expenses	<u>376,879</u>	<u>21,188</u>	<u>223,864</u>	<u>621,931</u>
Change in unrestricted net assets	<u>\$ 22,852</u>	<u>\$ (21,188)</u>	<u>\$ 1,136</u>	<u>\$ 2,800</u>

The accompanying notes are an integral part of these financial statements.

**Pensacola Sports Association, Inc.**  
Statement of Changes in Net Assets  
For the Year Ended September 30, 2010

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
Net assets, beginning of year	\$ 448,769	\$ 144,788	\$ 4,030	\$ 597,587
Change in net assets	<u>22,852</u>	<u>(21,188)</u>	<u>1,136</u>	<u>2,800</u>
Net assets, end of year	<u>\$ 471,621</u>	<u>\$ 123,600</u>	<u>\$ 5,166</u>	<u>\$ 600,387</u>

The accompanying notes are an integral part of these financial statements.

**Pensacola Sports Association, Inc.**  
**Statement of Cash Flows**  
For the Year Ended September 30, 2010

	Administration & Other Projects	PSA Building Activities	Sports Marketing Activities	Total
<b>Cash flow from operating activities:</b>				
Change in net assets	\$ 22,852	\$ (21,188)	\$ 1,136	\$ 2,800
Reconciliation of change in net assets to net cash provided by operating activities:				
Depreciation expense	5,359	21,188	1,725	28,272
Change in accounts receivable	6,642	-	(353)	6,289
Change in prepaid expenses	2,952	-	-	2,952
Change in accounts payable	8,527	-	257	8,784
Change in deferred revenue	20,594	-	-	20,594
Change in scholarship escrow liability	(650)	-	-	(650)
Cash provided by operating activities	<u>66,276</u>	<u>-</u>	<u>2,765</u>	<u>69,041</u>
<b>Cash flows from investing activities:</b>				
(Increase) in investments	(60,512)	-	-	(60,512)
(Acquisition) of equipment	-	-	(2,894)	(2,894)
Cash (used in) investing activities	<u>(60,512)</u>	<u>-</u>	<u>(2,894)</u>	<u>(63,406)</u>
<b>Cash flows from financing activities:</b>				
Change in intercompany loans	1,549	-	(1,549)	-
Cash provided by (used in) financing activities	<u>1,549</u>	<u>-</u>	<u>(1,549)</u>	<u>-</u>
Net increase (decrease) in cash	7,313	-	(1,678)	5,635
Cash at beginning of year	<u>49,765</u>	<u>-</u>	<u>1,895</u>	<u>51,660</u>
Cash at end of year	<u>\$ 57,078</u>	<u>\$ -</u>	<u>\$ 217</u>	<u>\$ 57,295</u>
Cash interest paid	\$ -	\$ -	\$ -	\$ -
Cash income taxes paid	\$ -	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

**Pensacola Sports Association, Inc.**  
Notes to the Financial Statements  
September 30, 2010

**NOTE 1 - SCOPE AND PURPOSE**

The Pensacola Sports Association, Inc. (the Association), is a not-for-profit corporation organized under the laws of the State of Florida. The Association's purpose is to promote regional economic development through the organization of amateur and professional sports events in Northwest Florida.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Financial Statement Presentation**

The Association presents its financial statements in a fund accounting format. The Association's building activities are shown separate from the sports marketing and regular operating activities.

The Association considers any donor imposed restrictions on revenues received and reports its financial position and activities in three classes of net assets: (1) unrestricted net assets, (2) temporarily restricted net assets, and (3) permanently restricted net assets. If there is no restriction, it is unrestricted. If the donor restriction will be satisfied with the passage of time, or a specified event, the contribution is temporarily restricted until the restriction is met, then it is moved to unrestricted. If the donor restriction will never expire, it is permanently restricted. The Association had only unrestricted net assets at year end.

**Cash Equivalents**

For purposes of the statement of cash flows, cash consists of cash on hand, cash in operating, sports marketing, and scholarship escrow bank accounts.

**Accounts Receivable**

Accounts receivable represents amounts due for grant reimbursements, sponsorships, and amounts due from parking sublease. Accounts receivable are stated at the amount expected to be collected from outstanding balances. Based on past experience, no provision for uncollectible accounts is considered necessary.

**Property and Equipment**

Property and equipment are recorded at the cost of acquisition for purchased items. Donated assets are recorded at the estimated fair market value. Depreciation is calculated using the straight-line method based on the estimated useful lives of the individual assets. Principal ranges of estimated useful lives are:

Building and improvements	20 years
Furniture, fixtures and equipment	5 - 10 years

Expenditures for additions and major renewals are capitalized. Expenditures for maintenance and repair are expensed.

**Pensacola Sports Association, Inc.**  
Notes to the Financial Statements  
September 30, 2010  
(Continued)

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Revenue Recognition**

All revenues are recognized on the accrual basis of accounting. The main sources of revenue are program revenues for sponsored events, tourist development funds from Escambia County, corporate sponsorships, and membership dues. The Association also receives substantial in-kind donations for advertising, land usage, and refreshments at sponsored events.

**Expense Allocation**

Expenses which are directly related to the various programs or supporting services are charged directly against the related program or service and are shown as program related expenses. Operating expenses include those expenses not directly identifiable to a specific program or event.

**Use of Estimates**

The preparation of financial statements under generally accepted accounting principles requires the use of estimates. This will affect the reported amounts of assets, liabilities, disclosures, and contingent items at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from these estimates and the variances may be material.

**Donated Materials and Services**

Donated materials and services are reflected in the financial statements at the fair value of the services rendered. The contributions of services are recognized if the services received create or enhance assets, require specialized skills that are provided by individuals possessing those skills, are objectively measurable, and would typically need to be purchased if not provided by donation.

The Association also benefits from non-skilled services donated by volunteers. However, the value of these donated non-skilled services is not included in these financial statements since no objective basis is available to measure the value of these services.

**Income Taxes**

The Association qualifies as an organization exempt from income tax under Section 501(c) (4) of the Internal Revenue Code according to Internal Revenue Service determination letters dated July 27, 1959; December 1, 1969; July 26, 1974; and December 17, 1979. Under present regulations the Association does not have any unrelated business income and is not subject to income tax. The Association is required to file an annual information return, Form 990, with the Internal Revenue Service. All filings are up to date.

**Subsequent events disclosure**

The Association has evaluated subsequent events for potential recognition and/or disclosure in the September 30, 2010 financial statements through March 23, 2011, the date the financial statements were available to be issued.

**Pensacola Sports Association, Inc.**

Notes to the Financial Statements

September 30, 2010

(Continued)

**NOTE 3 – FAIR VALUES OF FINANCIAL INSTRUMENTS**

Generally accepted accounting principles require not-for-profit corporations report investments at fair market value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the item in an orderly transaction between market participants on the measurement date. A fair value hierarchy has been established which requires an organization to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

A fair value hierarchy has been established and prioritizes the inputs uses to measure fair market value. The three levels of the fair value hierarchy are as follows:

Level 1 – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Include other inputs that are directly or indirectly observable in the market-place.

Level 3 – Unobservable inputs which are supported by little or no market activity.

The fair value of the Association’s investments have been determined based on quoted market price of identical assets (Level 1). The cost and fair market value of the investments held by the Association as of September 30, 2010, were:

	Cost	Fair Value
Accrued interest on bonds/CDs	\$ -	\$ 1,499
Pending reinvested cash	-	76
Money funds	29,481	29,481
Exchange traded & closed end funds	21,490	21,278
Preferred stocks	63,901	64,456
Mortgage & asset backed securities	23,223	26,722
Mutual funds	102,730	105,985
Trak advisory service	36,090	45,749
Corporate bonds	104,023	120,574
Subtotal	<u>380,938</u>	<u>415,820</u>
Unrealized gain on investments	34,882	-
Total Investments	<u>\$ 415,820</u>	<u>\$ 415,820</u>

**NOTE 4 – CONCENTRATION OF SUPPORT**

The Association receives a significant portion of its revenue from sports marketing grants from Escambia County, Florida. Non-renewal of these grants would impact the activities of the Association. The Escambia County grant money is generated from the Tourist Development Commission bed tax. Future funding is highly dependent on tourism.



**Pensacola Sports Association, Inc.**

Notes to the Financial Statements

September 30, 2010

(Continued)

**NOTE 5 – ESCAMBIA COUNTY GRANT CONTRACT REQUIREMENT**

Escambia County requires the Association to maintain a separate bank account to deposit all county funds received and to keep a separate accounting of county funds. The Association has maintained a separate account in response to this requirement and is included in the cash and cash equivalents section of the statement of financial position in the sports marketing activities fund column.

**NOTE 6 – RELATED PARTY TRANSACTIONS**

During the fiscal year, a former officer of the executive committee was paid for contract labor to assist in event planning. Payments to the former officer totaled \$12,000 for the fiscal year.

**NOTE 7 – OPERATING LEASE OBLIGATION**

The Association acquired a copy machine through an operating lease arrangement. Monthly payments are \$245 per month. The minimum non-cancelable commitments under the lease arrangements are:

Year ended September 30, 2011	\$2,940
Year ended September 30, 2012	1,225

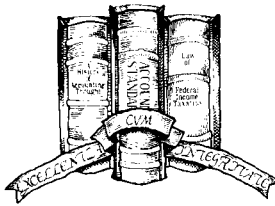
**NOTE 8 – OTHER LEASE OBLIGATIONS**

The Association has a lease with the City of Pensacola Community Redevelopment Agency for the land on which the building and parking lot are located. The Association has a sub-lease agreement with the Pensacola Association of Realtors for some of the parking spaces. The sub-lease generates sufficient revenue to make the net parking expense immaterial.

If the Pensacola Association of Realtors defaulted on the sub-lease agreement, the Association would be responsible for the entire amount of \$4,257 annually according to their lease agreement with the City of Pensacola.

**NOTE 9 – CONCENTRATION OF CREDIT RISK**

The Association maintains cash balances at banks and a brokerage house. Bank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of September 30, 2010, cash deposits at the bank did not exceed this amount. Brokerage accounts are insured by the Securities Investors Protection Corporation (SIPC) up to \$500,000 SIPC coverage only protects the Association against broker error or fraud, not a loss of the underlying investment. As of September 30, 2010, the non-cash amount on deposit at the brokerage house did not exceed this amount.



Carlson & Company, Chartered  
Certified Public Accountants

Independent Auditors' Report on Unaudited Supplementary Information

Board of Directors  
Pensacola Sports Association, Inc.  
Pensacola, Florida

Our audit of the financial statements of Pensacola Sports Association, Inc. (the Association), as of and for the year ended September 30, 2010, was made for the purpose of formulating an opinion on the basic financial statements taken as a whole. The additional information presented in the unaudited supplemental schedule of expenses is not a required part of the basic financial statements of Pensacola Sports Association, Inc. It has been taken primarily from accounting and other records of the Association, and is presented solely for purposes of additional analysis. This information has not been subjected to tests and other auditing procedures applied in the audit of the basic financial statements, and, accordingly, we do not express an opinion or any other form of assurance on the additional information.

March 23, 2011

*Carlson & Company*

4/21/2011  
CR I-2A

**Pensacola Sports Association, Inc.**  
 Unaudited Supplemental Schedule of Expenses  
 For the Year Ended September 30, 2010

	Administration Management and General	Sports Marketing Program Related Activities
	<u>                    </u>	<u>                    </u>
Accounting and audit	\$ -	\$ 8,000
Advertising	375	14,566
Bank and credit card service charges	197	-
Computer upgrades and supplies	1,246	-
Contract labor	23,280	-
Donations	6,850	-
Dues and subscriptions	1,239	2,149
Insurance	40,705	-
Member promotion	4,749	-
Miscellaneous	1,947	-
Office supplies and postage	4,979	5,985
Payroll expense	56,776	123,000
Public promotion	1,460	-
Repairs, maintenance and janitorial	5,901	-
Sponsor writeoffs and rebates	1,010	-
Telephone and utilities	9,816	6,000
Travel, hosting and bids	839	48,439
Overhead allocation	<u>(14,000)</u>	<u>14,000</u>
 Total	 <u>\$ 147,369</u>	 <u>\$ 222,139</u>

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-17. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Consent Agenda Items 1 through 17, as follows:

1. Taking the following action concerning the surplus and sale of real property located at 7940 Hayworth Avenue (formerly approved as "real property located in the 7900 Block of Hayworth Avenue"), due to the failure of the successful bidder to close on the property:

- A. Rescinding the Board's action of March 2, 2006, taking the following action concerning the surplus and sale of real property located in the 7900 Block of Hayworth Avenue:

- (1) Declaring surplus the Board's real property Account Number 030127500, Reference Number 22-1S-30-2401-040-005, acquired by foreclosure; a legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid;

- (2) Authorizing the sale of this property to the highest offer above the minimum bid of \$6,000 received from sealed bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

- (3) Authorizing the Chairman to sign all documents related to the sale; and



- B. Taking the following action concerning surplus and sale of real property located at 7940 Hayworth Avenue:

- (1) Declaring surplus the Board's real property located at 7940 Hayworth Avenue, Account Number 03-0127-500, Reference Number 22-1S-30-2401-040-005, acquired by governmental foreclosure;

- (2) Authorizing the sale of the property to the auction bidder with the highest offer received above the minimum bid of \$5,130, without further action of the Board; and

- (3) Authorizing the Chairman to sign all documents related to the sale.



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Doris Harris, Deputy Clerk  
FROM: *SGW* Stephen G. West, Assistant County Attorney  
DATE: April 4, 2011  
RE: Surplus Property Sale – 7940 Hayworth Avenue  
(4/8/2010 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 6705 at page 257.
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)


2011 APR -4 P 4: 08  
CLERK OF COUNTY  
ESCAMBIA COUNTY, FL

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

33. Taking the following action concerning the acceptance of property, for road right-of-way on Airport Boulevard, from Racetrac Petroleum, Inc.:
- A. Authorizing staff to negotiate and resolve any matters related to, or associated with, the acceptance of property, by donation, for road right-of-way on Airport Boulevard, from Racetrac Petroleum, Inc., to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;
  - B. Authorizing payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of a new commercial business, which will increase the County's tax roll;
  - C. Authorizing the payment of incidental expenditures associated with the recording of documents; and
  - D. Authorizing the Chairman or Vice Chairman to accept the Quit Claim Deed as of the day of delivery of the Quit Claim Deed to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign off.
-  34. Taking the following action concerning the surplus and sale of real property, Account Number 12-0813-000, located in the 1100 Block of McKinnonville Road:
- A. Approving to declare surplus the Board's real property, Account Number 12-0813-000, Reference Number 40-2N-31-1000-000-013;
  - B. Authorizing the sale of this property to the bidder with the highest offer, received from sealed bids, above the minimum bid of \$1,535, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
  - C. Authorizing the Chairman to sign all documents related to the sale.



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Doris Harris, Deputy Clerk  
FROM: Stephen G. West, Assistant County Attorney   
DATE: April 4, 2011  
RE: Surplus Property Sale – 1100 Block of McKinnonville Road  
(7/8/2010 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 6706 at page 255.
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)

2011 APR -4 P 4: 08  
CLERK OF DISTRICT COURT  
ESCAMBIA COUNTY, FL.

**4/21/2011  
CR I-2C**





**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 ◆

**AI-672**

**Item #: 12. 3.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**Issue:** Minutes and Reports

**From:** Doris Harris

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**Information**

**Recommendation:**

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

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

- A. Approve the Minutes of the Attorney-Client Session held April 7, 2011;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 7, 2011; and
- C. Approve the Minutes of the Regular Board Meeting held April 7, 2011.

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**Attachments**

20110421 CR I-3

REPORT OF THE AGENDA WORK SESSION  
HELD APRIL 7, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:04 a.m. – 10:17 a.m.)

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., April 7, 2011, Regular Board Meeting, was reviewed as follows:
  - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, David Wheeler, Facilities Division, County Attorney Rogers, and Sandra Slay, Code Enforcement/Animal Control, reviewed the agenda cover sheet;
  - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
  - D. County Administrator Oliver; Shirley L. Gafford, Program Coordinator, County Administrator's Office; County Attorney Rogers; Keith Wilkins, Director, Community & Environment Department; Amy Lovoy, Director, Management and Budget Department; Wesley J. "Wes" Moreno, Roads Division; Joy D. Blackmon, P.E., Director, Public Works Department; and Patrick T. "Pat" Johnson, Director, Solid Waste Management, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner White reviewed his add-on item.

NAME

DEPARTMENT/AGENCY

1	Mike Weaver	PS
2	Army Dorsey	OMB
3	Jay D. Bach	PW
4	David Muzzelwhite	IT
5	Erin Borelle	AA
6	Cam Johnson	PIO
7	Kelly Coolce	PIO
8	Sonya Daniel	PIO
9	Bob Dennis	MPS/Purchasing
10	D. Fungler	Bredy
11	Marilyn Wesley	DCA
12	Sandra Slay	EE-
13	Wes Moreno	PW
14	Pat Abou	TRM
15	Barbara Mangell	Citizen
16	Tom Allen	Ext
17	Timothy Wickersham	NERF
18	Keith Wilkins	C&E
19	Dale Baker	DSB
20	LLOYD KERR	DSB
21	Alyson Cam	DSB
22	Dottie Ford	SRIA
23	Bob West	SMR
24	Jelaine Brangwell	BCC-01
25	Dawn Lyche	BCC-Dist. 5
26	Dana	BCC-2
27	Becky Aylton	BCC-4
28	Tommy Brown	Traffic
29	Sharon Rawls	Traffic
30	Ken Gordon	ECA/T

NAME

DEPARTMENT/AGENCY

1	Morden, J. M.	BLE
2	Ryan E. Ross	LEGAL
3	Claudia Simmons	Durch
4	CAROL NEWSON	Admin
5	Henrique Dias	ECSSO
6	Daniel Spillman	FIRE RESCUE
7	LARRY GOODWIN	PW
8	John Sims	ECFR
9	D. W. W. D.	POW FACILITIES MGT
10	Cheryl Lewis	CAO
11	Susan Holt	CE/SWM
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NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk + Comptroller Finance
2	Lisa Bernau	Clerk + Comptroller
3	Aris Harris	Clerk to the Board
4	Poly Olive	County Administrator
5	Stivley Gafford	CAO
6	KEVIN WHITE	BCC
7	Wilson Robertson	BCC
8	Gene Valentino	BCC
9	Marie Young	BCC
10	Grady Robinson	BCC
11	End	City Atty
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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-496

County Administrator's Report Item #: 12. 1.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

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#### Information

##### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition/Donation of a Vehicle Speed-Calming Smart Machine to Escambia County Sheriff's Office - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form and donation of the property listed on the form (vehicle speed-calming smart machine) to the Escambia County Sheriff's Office (ECSO). The item is to be utilized by the ECSO as required in the Warrington Redevelopment Area corridors as a vehicle speed-calming device.

##### **BACKGROUND:**

CRA donated the vehicle Speed-Calming Smart Machine to ECSO to be utilized within the designated Warrington Community Redevelopment Area corridors. Its maintenance and upkeep required daily attention, manpower and resources. CRA did not have either a vehicle with a hitch to tow the machine nor room to store it. The routine maintenance repairs were costly, time consuming and cumbersome. ECSO possesses resources and manpower to manage and make good use of it for the citizens of Escambia County.

The Request has been signed by all applicable authorities, including Property Custodian, Interim Bureau Chief and the County Administrator.

##### **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

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**Attachments**

Disposition of Property Request



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

FILED & RECORDED  
 CIRCUIT COURT AND  
 COUNTY COURT  
 ESCAMBIA COUNTY, FL.

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CEB/CRA

COST CENTER NO: 220523

Keith Wilkins, Interim Bureau Chief

DATE: 2/14/2011  
 2011 FEB 15 P 3:22

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Keith Wilkins*

Phone No: 850-595-7188  
 FILED & RECORDED  
 ACCOUNTS PAYABLE

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48761	Vehicle Speeding Smart Machine	N/A	N/A	N/A	Operating

Disposal Comments: CRA donated the Smart Machine to the Sheriff's Office to use within the CRA Areas to slow down ongoing traffic

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: 3-7-11

FROM Escambia County Bureau Bureau Chief (Signature): *Keith Wilkins*

Bureau Chief (Print Name): Keith Wilkins

**RECOMMENDATION:**

Date: 3/10/11

TO: Board of County Commissioners

FROM County Administration

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

Approved by the County Commission and Recorded in the Minutes of:

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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



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

AI-450

County Administrator's Report Item #: 12. 2.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning CRA Meeting Minutes February 17, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the February 17, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

**BACKGROUND:**

On February 17, 2011, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Feb 17, 2011 Meeting Minutes



**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**February 17, 2011**  
**8:45 a.m.**

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

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

Commissioner Young called the meeting to order at 8:46 a. m. Community & Environment Bureau (CEB) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

- A. Accept for filing with the Board's Minutes, the January 20, 2011, CRA meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant;
- B. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Scott Dickson, owner of residential property located at 413 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$800, for the installation of sanitary sewer connection; and
- C. Authorize the Chairman to sign the Funding and Lien Agreements, and any related documents.

Motion was made by Commissioner Valentino to move action A through C; Commissioner White seconded the motion.

**Motion approved (3-0)** with Commissioner Robinson and Commissioner Robertson absent.

The meeting adjourned at 8:49 a.m.

/v/



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-530

County Administrator's Report Item #: 12. 3.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

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#### Information

##### **RECOMMENDATION:**

Recommendation Concerning the Enterprise Zone Development Agency First Quarter Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the April 21, 2011, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) First Quarter Report.

##### **BACKGROUND:**

In accordance with Ordinance 2003-48, creating the Escambia County EZDA, the agency is required to provide annual reports to the Board to evaluate the progress in implementing Escambia County's Enterprise Zone (EZ) Strategic Plan.

The information report to the Board consists of a copy of the EZDA First Quarter Report (October 1, 2010 – December 31, 2010) submitted to the State of Florida, Office of Tourism, Trade and Economic Development. During this quarter, over \$1.3 million dollars in local, state, and federal incentives were utilized to stimulate private sector investment in the EZ.

##### **BUDGETARY IMPACT:**

N/A

##### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

##### **PERSONNEL:**

Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) staff shall provide all administrative and staff services for the agency.

##### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This information report is being provided in accordance with the requirements of Ordinance 2003-48.

##### **IMPLEMENTATION/COORDINATION:**

Preparation of the EZDA First Quarter Report was coordinated with the following County Bureaus: County Attorney's Office, Development Services Bureau, Neighborhood Enterprise Foundation, Inc., and Public Works Bureau. The Chairperson of the EZDA Board approved the content of the information report.

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### **Attachments**

EZDA First Quarter Report

# EZDA QUARTERLY REPORT

## EZDA MONTHLY INCENTIVE WORKSHEET

**ENTERPRISE ZONE:** Escambia County

**EZ#:** 1703

**Contact Person:** Clara Long, Redeveloper II, Escambia County  
Community Redevelopment Agency and Enterprise Zone Coordinator

**Phone:** 850-595-3596

**Fax:** 850-595-3218

**Month(s):** October 1 to December 31

**Year:** 2010

### A. OPERATIONS AND ACCOMPLISHMENTS DURING THIS TIME PERIOD:

#### 1 Meeting

Enterprise Zone Development Agency (EZDA) Board

10/27/10

### OTHER OPERATIONS AND ACCOMPLISHMENTS:

From October 1 to December 31, 2010, County EZ staff made contact with **18** businesses and/or residents located within the EZ or businesses providing support services to the EZ.

### B. ACCOMPLISHMENTS AND PROGRESS CONCERNING IMPLEMENTATION OF STRATEGIC PLAN:

**Mission Statement:** To revitalize the Enterprise Zone by building upon current Escambia County Community Redevelopment efforts that will induce business investments, increase livable-wage jobs, promote sustainable economic development and ensure a better quality of life for the residents.

Escambia County's EZ Strategic Plan identified the following seven major goal areas: Business Development, Workforce Development, Neighborhood and Housing Development, Environment, Infrastructure, Physical Appearance, and Public Safety and Security.

EZ Strategic Plan accomplishments for the period October 1 to December 31, 2010 are presented below. The goals and strategies are formatted to coincide with the EZ Strategic Plan.

## **BUSINESS DEVELOPMENT**

**Goal:** Retain, expand, develop and recruit businesses that create livable-wage jobs in the EZ.

**(A) Strategy:** Implement a comprehensive marketing plan to induce business investment in the EZ.

**Progress:** EZ County staff and Pensacola Bay Area Chamber of Commerce continue to distribute commercial incentives packets to potential new and existing businesses. For the 1<sup>st</sup> quarter, incentive packets and information were provided to 10 businesses and/or residents within the EZ.

**(B) Strategy:** Retain and expand existing businesses.

**Progress:** During this quarter, 2 EZ incentive applications for Business Equipment Sales Tax Refund and Job Tax Credit for Sales and Use Tax were submitted to the Department of Revenue. (See table below)

<b>Incentives Awarded</b>	
<b>Façade and Streetscape Grants (Private Sector match equaled or exceeded \$0)</b>	<b>\$0</b>
<b>Sign Grants (Private Sector match equaled or exceeded \$0)</b>	<b>\$0</b>
<b>EZ Incentives (Business Equip. Sales Tax Refund) (Private Sector Investment = \$17,000)</b>	<b>\$1,062</b>
<b>EZ Incentives (Building Materials Sales Tax Refund) (Private Sector Investment = \$0)</b>	<b>\$0</b>
<b>EZ Incentives (Job Credit Taxes: Sales Tax and Corporate Income Tax) (\$315 monthly for 24 mos.)</b>	<b>\$7,560</b>
<b>Total</b>	<b>\$8,622</b>



**(C) Strategy:** Recruit targeted industries and new businesses into the EZ.

**Progress:** Two **(2)** existing businesses submitted an EZ application for Business Equipment Sales Tax Refund and Job Tax Credit for Sales and Use Tax to the Department of Revenue.

### **NEIGHBORHOOD AND HOUSING DEVELOPMENT**

**GOAL:** Actively promote residential and neighborhood revitalization within the EZ.

**(A) Strategy:** Increase affordable housing opportunities in the EZ.

**Progress:** Multiple first time homebuyer programs were available for eligible homebuyers. Some programs, such as the Neighborhood Stabilization Program (NSP), specifically target EZ areas. This quarter, **2** Habitat for Humanity homebuyers received principal mortgage reduction assistance through the NSP with a **\$30,000** subsidy. Total assistance through homebuyer programs this quarter totals **\$60,000**.

The Heritage Oaks Mobile Home Park Acquisition/Redevelopment Project – Escambia County’s agreement with Be Ready Alliance Coordinating for Emergencies (BRACE) will provide 50 units of affordable rental workforce housing at this foreclosed and severely deficient park, and 31 units will be targeted to clients at or below 50% area median income. During this quarter, **\$257,468** in NSP funds were expended, that included upgrades to the infrastructure, demolition/removal of substandard mobile homes, and the purchase of new, energy efficient mobile homes.



**(B) Strategy:** Encourage rehabilitation of housing units in fair or poor condition in the EZ.

**Progress:** Escambia County provides multiple rehabilitation programs, depending on the condition of the unit. This quarter, Escambia County assisted **1** homeowner with complete rehab/reconstruction of his/her severely substandard home through the HOME program, totaling **\$65,748** in funds. Five **(5)** homeowners were assisted with repairs through the Community Development Block Grant (CDBG) Housing Rehabilitation Program, totaling **\$166,664**. Of those 5 CDBG rehabs, **1** homeowner also received **\$11,421** in additional repair assistance through Federal Home Loan Bank funding. Five **(5)** homeowners were assisted with code-related emergency housing repair assistance through the State Housing Initiatives Partnership (SHIP) Program, with **\$37,746** in funds. Total assistance through Escambia County rehabilitation programs this quarter was **\$281,579**.

Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) awarded **7** Residential Rehab grants in the amount of **\$12,817**, which stimulated over **\$25,600** in private investment for the EZ area. These grants were awarded to assist residents with electrical rewiring, window replacements, installing storm shutters, sanitary sewer connections, and converting to central heating and air conditioning. This program provides up to a \$6,000 grant to be matched dollar for dollar by the property owner.



before



after

**(E) Strategy:** Promote open communication and two-way information between members of the EZ community and County government, especially in terms of what the community needs and community resources available to assist them, to enhance and sustain neighborhood revitalization efforts.

**Progress:** CEB/CRA staff continues to attend and participate in regularly scheduled neighborhood organization monthly meetings in the EZ to share information and gather input from the community.

## **ENVIRONMENT**

**GOAL:** Promote achievement of a cleaner, healthier environment in the EZ to attract new businesses and sustain economic and residential development over the long-term.

**(A) Strategy:** Work with area stakeholders and EZ residents towards a prompt, adequate cleanup of the Escambia Wood Treating Company (ETC) Superfund Site.

**Progress:** CEB/CRA contracted to conduct environmental assessments of structures located within the Clarinda Triangle area prior to developing a demolition plan. Clarinda Triangle Demolition Project was completed this quarter. During this quarter, **\$9,509** in NSP funds were expended on demolition and clearance activities. Clearance of 15 acres, 78 residential structures, and 49 parcels has been completed.

**(F) Strategy:** Educate existing business owners and residents in the EZ about methods to reduce pollution and waste, and what the economic and other benefits are of doing so.

**Progress:** During this quarter, **3** neighborhood cleanups in the EZ areas were completed with a total cost of **\$27,711**. Neighborhood meetings were held prior to the cleanup to inform and educate residents on proper disposal of debris, household appliances, hazardous waste (paint, oil, etc.), tires and furniture. A total of **111** tons of trash/debris and tires were removed from Englewood, Palafox, and Warrington Redevelopment Areas.





## **INFRASTRUCTURE**

**GOAL:** Improve public infrastructure in the EZ.

**(A) Strategy:** Continue to plan and implement capital improvement programs outlined in the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Plans to stimulate reinvestment and enhance the quality of life in the EZ.

**Progress:** CEB/CRA staff continues to support Capital Improvement Projects (CIP) in the Redevelopment Areas as follows:

### **Barrancas Redevelopment Area –**

- Druid Drive Sidewalk Project – This project will include sidewalks installed from Corry Field Road to Navy Boulevard. Total cost for this project is **\$161,925.**

### **Englewood Redevelopment Area –**

- Scott Street Sidewalk Project - This project will include sidewalks installed from “I” Street to “L” Street. Total cost for this project is **\$88,900.**
- St. Catherine Street Sidewalk Project - This project will include sidewalks installed from “Q” Street to “S” Street. Total cost for this project is **\$27,332.**
- Young Street Sidewalk Project - This project will include sidewalks installed from “L” Street to “G” Street. Total cost for this project is **\$180,000.**
- Old Fairfield Drive Sidewalk Project - This project will include sidewalks installed from Old Fairfield/Hollywood to Avery Street. Total cost for this project is **\$61,599.**

### **Palafox Redevelopment Area –**

- Chimes Way Skate Park – This project consists of new playground equipment, park benches, walking path, half court basketball area, and a skateboard ramp. Total CDBG and TIF funds expended to this quarter were **\$169,174.**



- Rosalyn Way Multi-use Path Project – This multi-use path was installed to connect to the existing sidewalk. Funds expended this quarter were **\$6,593**. Total cost for the project was \$125,000 which was provided from TIF.



- Aviation Field/Dorrie Miller Infrastructure Improvements (Phase II): This project will expand sanitary sewer connection in this area. Total funds expended this quarter were **\$64,917** in CDBG-Recovery.

**Warrington Redevelopment Area –**

- Heritage Oaks Mobile Home Park Acquisition/Redevelopment – The County partnered with BRACE to manage and oversee this project. This project will produce 50 units of affordable rental workforce housing, and 31 units will be targeted to residents at or below 50% of the area median income. A portion of the NSP funding for this project will include upgrades to the water system and bring it up to code. NSP funds expended were **\$257,468**.

**(B) Strategy:** Provide funding and staffing for long-term maintenance of public infrastructure improvements.

**Progress:** CRA continues to provide funding for energy cost for streetlights throughout the residential neighborhoods and for irrigation systems in various rights-of-way, and landscape maintenance of several projects within the EZ. This quarter, costs totaled **\$65,669** for electricity, and **\$2,795** for long-term maintenance. These recurring expenses are paid from TIF Trust Fund accounts established for the County’s five designated redevelopment areas.

CRA continues to fund and manage the long-term maintenance of the following streetscape projects:

***Barrancas Redevelopment Area –***

Olde Barrancas Medians and Observation Garden

***Englewood Redevelopment Area –***

“E” Street Rights-of-Way

***Warrington Redevelopment Area -***

Chief’s Way, Navy Boulevard Medians, and Warrington Gateway Park

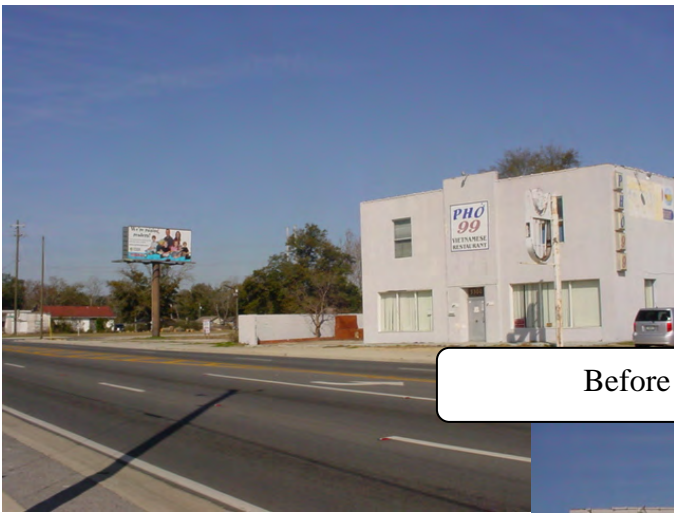
## PHYSICAL APPEARANCE

**GOAL:** Improve the physical appearance of the EZ.

**(B) Strategy:** Improve the appearance of commercial and industrial buildings on major transportation corridors or gateways in the EZ.

**Progress:**

CEB/CRA acquired the property at 3300 Mobile Highway and designated it as a Brownfield. The existing structure was demolished. Total project costs were **\$256,334**. This project was funded by Local Option Sales Tax III (LOST III).



Before



After



C. NUMBERS AND TYPES OF BUSINESSES ASSISTED BY THE EZDA

Types of Assistance		Businesses Assisted*		
18	Phone Calls		Accommodations and Food Services	Manufacturing
7	Information Mailed		Administrative and Support and Waste Management and Remediation Services	1 Professional, Scientific, and Technical Services
1	Technical Assistance		Arts, Entertainment and Recreation	Restaurant
6	Met In Person		Construction	1 Retail Trade
			Finance and Insurance	Transportation and Warehousing
			Health Care and Social Assistance	Other Services

\*Note: Businesses Assisted reflects the type of businesses within the EZ that made application for incentives from October 1 to December 31, 2010.

D. NUMBER OF JOBS CREATED WITHIN THE ENTERPRISE ZONE

Business Name	New/Startup	Existing	Jobs Created
WALMART		Existing	1
EVERGREEN CORP OF PENSACOLA, INC		Existing	
<b>Total</b>	<b>0</b>	<b>2</b>	<b>1</b>

Note: There was 1 job created from October 1 to December 31, 2010. There were 2 existing businesses in the EZ to submit applications for the incentives.

Information provided by the Pensacola Bay Area Chamber of Commerce indicated no business expansions occurred within the EZ from October 1 to December 31, 2010.

E. NUMBER OF EZDA APPLICATIONS SUBMITTED 2



F. THE USAGE AND REVENUE IMPACT OF THE STATE INCENTIVES GRANTED

	<b>Job Tax Credit (Sales Tax)</b>	<b>Job Tax Credit (Corporate Tax)</b>	<b>Business Equipment Sales Tax Refund</b>	<b>Building Materials Sales Tax Refund</b>	<b>Sales Tax Exemption for Electrical Energy</b>	<b>Property Tax Credit</b>
Forms Received	<u>1</u> #DR-15JZ	<u>0</u> #F-1157Z	<u>1</u> #EZ-E	<u>0</u> #EZ-M	<u>0</u> #DR-15JEZ	<u>0</u> #F-1158Z
Forms Approved	1	0	1	0		
Forms Denied	0	0	0	0		
New Employees	1		0	0		
Estimated Amount of Monthly Wages	\$315					
Total \$ Amount of Business Equipment Purchased			\$17,000			
Total \$ Amount of Building Materials Purchased				\$0		
Estimated Total Amount of Tax Incentives			\$1,062	\$0		

**COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM**

No applications were made to the Community Contribution Tax Credit Program.

**OTHER STATE GRANTS/INCENTIVES RECEIVED:**

No other State grants or incentives were received during October 1 to December 31, 2010.

G. THE USAGE AND REVENUE FOREGONE AND INVESTMENT GENERATED AS A RESULT OF LOCAL INCENTIVES GRANTED

**LOCAL INCENTIVES**

	<b>Number of Businesses Utilizing Incentive</b>	<b>Total \$ Amount in Incentives</b>
<b>Local Option ED Property Tax Exemptions</b>	0	\$0
<b>Occupational License Fee Abatement</b>	0	\$0
<b>Utility Tax Abatement</b>	0	\$0
<b>Local Funds for Capital Projects Escambia County CEB/CRA Commercial Façade, Landscape, and Infrastructure Grant Program Sign Grant Program</b>		\$0
<b>Additional Local Government Services Committed to the Area Free Pre Application review by the Development Review Committee</b>		\$0
<b>Reduction of Specific Local Government Regulations to the Area</b>	0	\$0
<b>Total</b>	0	\$0

\*Estimated value based on 20 person-hours at \$30.00 per hour.

OTHER LOCAL INCENTIVES

	Number	Total \$ Amount
<b>Escambia County Brownfields Program- US EPA Pilot Grant Brownfields CDBG allocation</b>	0	\$0
<b>Total</b>	0	\$0

H. RESOURCES ACCESSED AS A RESULT OF BEING LOCATED IN AN ENTERPRISE ZONE

Funding Sources	Number (Projects located in the 5 Redevelopment Areas – Barrancas, Brownsville, Englewood, Palafox and Warrington)	Total \$ Amount
<b>Community Development Block Grant (CDBG) &amp; NSP</b>	<b>3</b> CIP Projects <b>0</b> Commercial Façade & Sign Grants <b>2</b> Demolitions	\$295,690 \$0 \$35,193
<b>Housing Project (SHIP and HHRP)</b>	<b>1</b> Housing Project	\$257,468
<b>LOST III</b>	<b>1</b> Property Acquisition	\$256,334
<b>Safe Routes To School (SRTS) – Traffic Division</b>	<b>4</b> Sidewalk Projects	\$458,157
<b>Tax Increment Finance (TIF) Fund</b>	<b>1</b> CIP Project <b>0</b> Commercial Façade & Sign Grants <b>7</b> Residential Rehab Grants <b>3</b> Clean Sweeps	\$6,593 \$0 \$12,817 \$27,711
<b>Total</b>	<b>23</b>	<b>\$1,349,963</b>

**EXECUTIVE OFFICE OF THE GOVERNOR**  
**OFFICE OF TOURISM, TRADE & ECONOMIC DEVELOPMENT**  
**THE CAPITOL; SUITE 2001**  
**TALLAHASSEE, FLORIDA 32399-0001**  
**PH: 850/487-2568**  
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**[www.floridaenterprisezones.com](http://www.floridaenterprisezones.com)**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-686

County Administrator's Report Item #: 12. 4.

### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning a Request to Schedule a Public Hearing for Consideration of the Renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management, Department Director

That the Board authorize the scheduling of a Public Hearing for May 5, 2011, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste, Account Number 343402]

#### **BACKGROUND:**

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C& D Disposal Facility. This company has applied for a renewal of their permit to construct and operate a construction and demolition debris disposal facility.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

#### **BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401 Solid Waste, Account Number 343402.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed the application for form and accuracy by legal signoff.

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

**IMPLEMENTATION/COORDINATION:**

Following approval of this recommendation a Permit shall be issued and distributed accordingly.

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**Attachments**

Waste Mgmt. Original Application

Waste Mgmt. Request Ltr.

Waste Mgmt Permit Legal Stamp



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A  
CONSTRUCTION AND DEMOLITION DEBRIS  
OR LAND CLEARING DISPOSAL  
MANAGEMENT FACILITY

April 13, 2006

**Escambia County**  
**Department of Solid Waste Management**  
**APPLICATION FOR A PERMIT TO CONSTRUCT,**  
**OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- |   |  |
|---|--|
| <input type="checkbox"/> New                | <input type="checkbox"/> Substantial Modification  |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
|   | <input type="checkbox"/> Minor Modification        |

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505

Street or P.O. Box City County Zip

Contact person: Pam LaCourse Telephone: (850) 623-4302



Title: District Manager Email: placours@wm.com

9. Authorized agent/consultant: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P.O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

10. Landowner (if different than applicant): \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P. O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

11. Date site will be ready to be inspected for completion: \_\_\_\_\_

12. Expected life of the facility: 33 years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 143,650

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2044

15. Expected volume or weight of waste to be received: 200 yds<sup>3</sup>/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See documentation provided with original permit application

See documentation provided with original permit application

See documentation provided with original permit application

See documentation provided with original permit application

2. Facility site supervisor: Pam LaCourse

Title: District Manager Telephone: ( 850 ) 623-4302

Email: placours@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: varies \$/yds<sup>3</sup> varies \$/ton

6. Surrounding land use, zoning:

<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Industrial
<input type="checkbox"/>	Agricultural	<input type="checkbox"/>	None
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other Describe: _____

7. Types of waste received:

C & D debris  Land Clearing Debris

8. Attendant:  Yes  No Trained operator:  Yes  No

9. Spotters:  Yes  No Number of spotters used: 1

10. Site located in:  Floodplain  Wetlands  Other N/A

11. Property recorded as a Disposal Site in County Land Records:  Yes  
 No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM- 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected: [] Yes [ ] No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

a. Boundary survey signed and seal by a registered Florida surveyor.

b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.

c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

[ ] No [] Yes

Date: May 30, 2001

Project Number: \_\_\_\_\_

19. Development Order issued.

[ ] No [] Yes

Date: May 30, 2001

C. **CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER**

1. Applicant:

The undersigned applicant or authorized representative of Longleaf C&D Disposal Facility, Inc. is aware that statements made in this form and attached information are an application for a Construct/Operate C&D Disposal Facility Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

  
Signature of Applicant or Agent

6501 Greenland Road  
Mailing Address

David McConnell, MA VP  
Name and Title (please type)

Jacksonville, FL 32258  
City, State, Zip Code

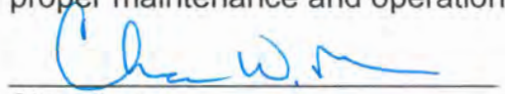
dmccconnell@wm.com  
E-mail address (if available)

( 904 ) 3701945  
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

  
Signature

240 Heritage Walk, Suite 103  
Mailing Address

Chanc W. Moore  
Name and Title (please type)

Woodstock, GA 30188  
City, State, Zip Code

cwmoore@terracon.com  
Email Address (if applicable)

67878  
Florida Registration Number  
(Please affix seal)

(770) 924-9799  
Telephone Number

01/12/2011  
Date



**WASTE MANAGEMENT**

6303 Da Lisa Road  
Milton, FL 32583  
(850) 623-4302  
(850) 469-0333 Fax

January 18, 2011

Ms. Sandra Prince Jennings, E.I.  
Director – Solid Waste Management  
Escambia County Florida  
13009 Beulah Road  
Cantonment, FL 32533-8831

**RE:    *Permit Renewal Application  
Longleaf C&D Disposal Facility  
Permit No: 2006-4-001CDD***

Dear Ms. Jennings:

Enclosed, please find two (2) originals of the Permit Renewal Application for the Longleaf C&D Disposal Facility.

We appreciate your assistance with the design and operation of this facility. If you have any questions concerning this submittal, please contact me at (850) 623-4302.

Sincerely,

A handwritten signature in blue ink that reads 'Brian E. Dolihite'. The signature is fluid and cursive.

Brian E. Dolihite  
Market Area Engineer

cc:     Pam LaCourse, WM  
       Eric Parker, WM

*From everyday collection to environmental protection, Think Green® Think Waste Management.*



## **Solid Waste Management Department**

**13009 Beulah Road  
Cantonment, FL 32533  
Phone: 850.937.2160**

**Patrick T. Johnson, Department Director**

### **Permit to Construct and/or Operate a Construction and Demolition Debris Facility**

<b>Permittee:</b>	<b>Waste Management, Inc.</b>
<b>Facility Name:</b>	<b>Longleaf C&amp;D Disposal Facility</b>
<b>Facility Type:</b>	<b>In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004</b>
<b>File Number:</b>	<b>2006-4-001CDD</b>
<b>Original Date of Issue:</b>	<b>April 26, 2006</b>
<b>Renewal Date:</b>	<b>May 5, 2011</b>
<b>Expiration Date:</b>	<b>May 4, 2012</b>
<b>Development Review #:</b>	<b>41-1S-30-1000-000-000</b>
<b>Date:</b>	<b>05/30/2001</b>
<b>Total Acreage of Facility:</b>	<b>40 Acres</b>
<b>Total Area Licensed for Disposal:</b>	<b>40 Acres</b>

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This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on July 1, 2008 and the general and specific conditions required in this permit.

### **General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.



7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director  
Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [Pat\\_Johnson@co.escambia.fl.us](mailto:Pat_Johnson@co.escambia.fl.us)

Copy to:

Doyle O. Butler  
Engineering Project Coordinator  
Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [DOBUTLER@co.escambia.fl.us](mailto:DOBUTLER@co.escambia.fl.us)

## **Specific Permit Conditions – Infill Facilities**

### **1. Facility Setback.**

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

### **2. Aerial and Vertical Height.**

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

### **3. Fencing and Access Control.**

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

### **4. Cover Material and Application**

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

### **5. Operational Hours**

Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4<sup>th</sup>. Section 82.227. (3)(e).

### **6. Volume Reduction**

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

### **7. Dust Suppression.**

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

### **8. Nuisance**

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

- 9. Queuing**  
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
- 10. Commercial General Liability Coverage**  
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
- 11. Litter, Sediment and Traffic Control; Road Maintenance.**  
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.
- Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
- 12. Abatement Procedures**  
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
- 13. Required Reports**  
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
- 14. Permit Renewals**  
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2006-04-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160

Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

BCC Approved: \_\_\_\_\_

BOCC Authorization Date: \_\_\_\_\_

Permit Issue Date: May 05, 2011

Permit Expiration Date: May 04, 2012

Issuing Officer: Patrick T. Johnson  
Department Director, Solid Waste Management

This document approved as to form  
and legal sufficiency  
By \_\_\_\_\_  
Title ASST. COUNTY ATTORNEY  
Date APRIL 11, 2011

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-655

County Administrator's Report Item #: 12. 5.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve four Request for Disposition of Property Forms, indicating twenty items, all of which are described and listed on the forms, with reasons for disposition stated for each. The items will be auctioned as surplus, traded to another Cost Center or disposed of properly.

All surplus property listed on the Request for Disposition of Property Forms 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 forms have been signed by all applicable authorities, including Division Manager, Department Director or designee, County Administrator, and, if applicable, an Information Technology Technician.

#### **BACKGROUND:**

All surplus property listed on the attached Request for Disposition of Property forms 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 forms have been signed by all applicable authorities, including Division Manager, Department Director or designee, County Administrator, and, if applicable, an Information Technology Technician.

#### **BUDGETARY IMPACT:**

Possible recoup of funds if, or when, the 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 of the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must place items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

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**Attachments**

Request for Disposition of Property Forms



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Works

COST CENTER NO: 210301

Rhela Ransom

DATE: 22-Mar-11

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
Y	53531	Latitude D-800 Laptop	98PR267	Dell	2004	BAD
Y	55492	Precision M-65	G8WP3C1	Dell	2006	BAD
Y	55835	Precision M-65	7VQ2TC1	Dell	2007	BAD
N	57923	Toughbook*	8HKSB92127	Panasonic	2008	Stolen

Disposal Comments: \*Police report filed/Accident report filed w/Risk Mgmt.

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: \_\_\_\_\_ Information Technology Technician Signature:

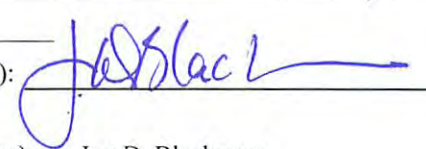


TO: County Administration

Date: 03/23/11

FROM: Escambia County Bureau

Department Director (Signature):



Department Director (Print Name): Joy D. Blackmon

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

Date: 4/5/11



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 02-16-11



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Works COST CENTER NO: 210301

Rhela Ransom DATE: 22-Mar-11

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
Y	37126	VHS VIDEO RECORDER*		Panasonic	1990	Old
N	44323	HEAT PUMP	(installed at 1190 W. Leonard)		1996	
N	46332	MOBILE FILING SYSTEM	(installed at 1190 W. Leonard)		1997	
N	47116	PENETROMETER			1998	Bad
N	54129	SLIDE PROJECTOR*		Kodak	2005	Good

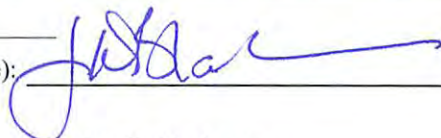
Disposal Comments: \* Items will be sent to SWM Swap Shop.


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: 03/23/11  
 FROM: Escambia County Bureau Department Director (Signature):   
 Department Director (Print Name): Joy D. Blackmon

RECOMMENDATION: Date: 4/5/11  
 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

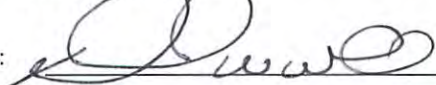
Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Public Works / Facilities Management COST CENTER NO: 260601

David W. Wheeler, CFM DATE: March 22, 2011  
 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
N	30486	FLOOR MACHINE	5253	52-5232	1985	UNSERVICEABLE
N	30485	FLOOR MACHINE	N/A	52-5232	1985	UNSERVICEABLE
N	42461	EXTRACTOR	549574LN	95001	1995	UNSERVICEABLE
Y	42549	PRINTER	USFC143382	HPC2037A	1995	UNSERVICEABLE
N	52915	POWEREDGE SERVER	F430N41	2600	2004	UNSERVICEABLE
N	51683	PRINTER	JP6GR19835	N/A	2003	UNSERVICEABLE

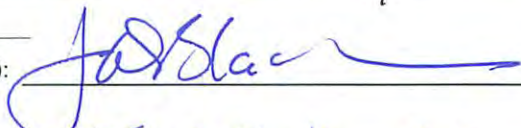
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Terese A. Cree  
 Print Name

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

Computer is Ready for Disposition

Date: 3/31/11 Information Technology Technician Signature: 

TO: County Administration Date: 4-4-11  
 FROM: Escambia County Bureau Bureau Chief (Signature):   
 Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 4/5/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 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

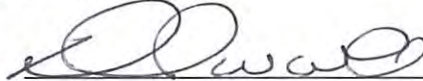
Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Public Works / Facilities Management COST CENTER NO: 260601

David W. Wheeler, CFM DATE: March 22, 2011  
 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
N	39146	RECOVERY UNIT	6926688	OZ SAVER LIGHT	1992	UNSERVICEABLE
N	44062	AC UNIT/ROOF	L961867524	PGB180J2H	1996	UNSERVICEABLE
N	40800	CAMERA SECURITY	952345	CCD	1992	UNSERVICEABLE
N	40801	CAMERA SECURITY	956538	CCD	1992	UNSERVICEABLE
Y	47119	LAPTOP	9764X4V	TP380X	1998	UNSERVICEABLE

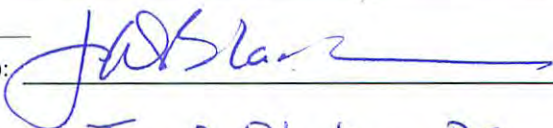
Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Terran A. Creech  
 Print Name

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

Computer is Ready for Disposition

Date: 3/31/11 Information Technology Technician Signature: 

TO: County Administration Date: 4-4-11  
 FROM: Escambia County Bureau Bureau Chief (Signature):   
 Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 4/5/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 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



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

AI-578

County Administrator's Report Item #: 12. 6.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for the Development Services Department - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the two Request for Disposition of Property Forms for a hand-held trim ball and Dell Precision computer for the reasons for disposition stated on each, with the items to be sent for recycling, since they are in bad condition and unusable.

**BACKGROUND:**

The items listed on the attached Request for Disposition of Property forms are no longer used by the Development Services Department, are in bad condition, and will be disposed of as indicated on the forms.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with F.S. 274.07 and Board Policy, Section II, Part B.1, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, the items will be disposed of according to the Disposition of County Property Policy.

---

**Attachments**

042111\_Disposition of Property Forms



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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Development Services Bureau (GIS) COST CENTER NO: 250601

Charlie Gonzalez \_\_\_\_\_ DATE: 3/1/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Charlie Gonzalez* Phone No: 850-595-3598

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	52191	Handheld Trimbull			2004	bad

Disposal Comments: Tag # 52191 is destroyed

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 3/14/11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *[Signature]*

Bureau Chief (Print Name): T. Lloyd Kerr, AICP

RECOMMENDATION: \_\_\_\_\_ Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
*Randy Oliver* 3/24/11  
 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

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Development Services Bureau (GIS) COST CENTER NO: 250601

Charlie Gonzalez DATE: 3/1/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Charlie Gonzalez* Phone No: 850-595-3598

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53988	Dell Precision	CC1QM71	370	2005	bad

Disposal Comments: Tag # 053988 no longer works.

INFORMATION TECHNOLOGY (IT Technician): *Teresa A. Creel*  
 Print Name

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

Computer is Ready for Disposition

Date: 3/21/11 Information Technology Technician Signature: *Teresa A. Creel*

TO: County Administration Date: 3/16/11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *T. Lloyd Kerr*

Bureau Chief (Print Name): T. Lloyd Kerr, AICP

RECOMMENDATION: Date: 3/24/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
*Randy Oliver*  
 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

## Jason M Jones

---

**From:** Teresa A. Creel  
**Sent:** Wednesday, February 09, 2011 9:20 AM  
**To:** Jason M Jones  
**Subject:** RE:

Yes it is down here I need to get it back up to you. Kathy can start paper work for disposal surplus if you like.

Property Tag: 53988  
Serial No.: CC1QM71  
Model: Dell Precision 370  
Condition: BAD  
Thanks,  
Teresa

---

**From:** Jason M Jones  
**Sent:** Tuesday, February 08, 2011 2:22 PM  
**To:** Teresa A. Creel  
**Subject:**

53988 is the computer that we are looking for.

Jason M. Jones, GISP  
G.I.S. Analyst  
Escambia County BCC  
Development Services Bureau / G.I.S. Division

3363 West Park Place  
Pensacola, FL 32505  
Main: (850) 595-1800 x1251  
Fax: (850) 595-3482

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 our on-line customer service survey.

<http://www.myescambia.com/Bureaus/PublicInformation/Surveys.html>

*Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.*





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-665

County Administrator's Report Item #: 12. 7.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval: LMN

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#### Information

#### RECOMMENDATION:

Recommendation Concerning Board Policy for Real Property Acquisitions Related to Road and Drainage Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the "Real Property Acquisitions Related to Road and Drainage Projects" Policy. Under this policy, real property acquisitions related to road and drainage projects will not require authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition process. However, Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

Real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or at a regular Board meeting for authorization to initiate the acquisition process.

#### BACKGROUND:

As related to real property acquisitions, standard operating procedure has been that staff requests Board approval to initiate the acquisition process, through either the Committee of the Whole workshop or regular Board meeting. This initiation primarily consists of acquiring property appraisals and assessments. Administration has indicated that acquisition of real property related to road and drainage improvement projects should no longer require the Board's approval to authorize staff to initiate the real property acquisition process.

Under this policy, real property acquisitions related to road and drainage projects will not require authorization from the Committee of the Whole or Board of County Commissioners in order to initiate the acquisition process. However, Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

Real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or at a regular Board meeting for authorization to initiate the acquisition process.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen West, Assistant County Attorney, has reviewed the policy as written.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board's Policy Manual, Parliamentary Procedure, Section I, Part A.1, B (attached), requires that revisions or additions of policies shall be enacted by a majority vote of the Board present.

**IMPLEMENTATION/COORDINATION:**

Upon approval/adoption by the Board of County Commissioners, the County Administrator's Office will ensure the proper notice, distribution, and posting of the Policy to all applicable entities. The Public Works Department will ensure coordination with all appropriate agencies/persons upon approval/adoption of the Policy.

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**Attachments**

BCC Policy Section 1, Part A.1

BCC Policy Re Property Acquisition

## **Board of County Commissioners**

### **Escambia County, Florida**

Title: Parliamentary Procedure, Section I, Part A.1  
Date Adopted: August 19, 1976  
Effective Date: August 19, 1976  
Reference:  
Policy Amended:

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- A. The Board of County Commissioners does hereby adopt Roberts Rules of Order, Revised, as their parliamentary authority, except where Robert's Rules requires a two-thirds vote, the same is hereby amended to require a majority vote.
- B. Adoption of revisions or additions of policies shall be enacted by a majority vote of the Board present.
- C. No Commissioner may call or cancel a meeting without approval of a majority of the Board with the exception of the Chairman or, in the Chairman's absence, the Vice-Chairman.
- D. The Chairman shall be automatically authorized to sign all necessary forms, resolutions, and paperwork which have been formally approved by the Board of County Commissioners.

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

Title: Real Property Acquisitions Related to Road and Drainage  
Projects Exempt from Board of County Commissioners  
Authorization Requirement for Staff to Initiate the  
Acquisition Process

Date Adopted:  
Effective Date: April 21, 2011  
Reference:  
Policy Amended:

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**OBJECTIVE**

Board approval is not required to authorize staff to initiate the process to acquire real property, pursuant to Section 46.139, Escambia County Code of Ordinances. Real property acquisitions relating to road and drainage projects will not require Committee of the Whole or Board of County Commissioners authorization to proceed with the acquisition process.

Real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or regular Board meeting, for authorization to initiate the acquisition process.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-650

County Administrator's Report Item #: 12. 8.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

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### Information

#### RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Proposed Vacation of a Portion of Valle Escondido Drive, Creekside Oaks Subdivision - Joy D. Blackmon, P. E., Public Works Department Director

That the Board schedule a Public Hearing for May 19, 2011, at 5:31 p.m., to consider the proposed vacation of a portion of Valle Escondido Drive, Creekside Oaks Subdivision (approximately 4138.2 square feet or 0.095 acres), on the Board's own Motion.

Valle Escondido Drive, (R/W Varies), is a paved, County-maintained road dedicated to the County, pursuant to the plat of Creekside Oaks Subdivision, as recorded in Plat Book 15, Page 41, of the Public Records of Escambia County. The portion of Valle Escondido Drive proposed to be vacated, (approximately 4138.2 square feet or 0.095 acres), lies at the southwest terminus of Valle Escondido Drive, as shown on Exhibit "A."

#### BACKGROUND:

Valle Escondido Drive, (R/W Varies), is a paved, County-maintained road dedicated to the County, pursuant to the plat of Creekside Oaks Subdivision, as recorded in Plat Book 15 Page 41 of the public records of Escambia County. The portion of Valle Escondido Drive proposed to be vacated, (approximately 4138.2 square feet or 0.095 acres), lies at the southwest terminus of Valle Escondido Drive, as shown on Exhibit "A."

Staff has made no representations to anyone that Board approval of this request operates to confirm the vesting or return of title to the land to property owners or any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation, with the exception of Gulf Power Company and Energy Services of Pensacola. Both utility companies have requested an easement be retained. No one will be denied access to his or her property as a result of this vacation.

#### BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and this recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon the scheduling of a Public Hearing, the date and time will be advertised, and all property owners within 500 feet, as well as all property owners of Creekside Oaks Subdivision will be notified. County Staff will advertise the Notice of Public Hearing.

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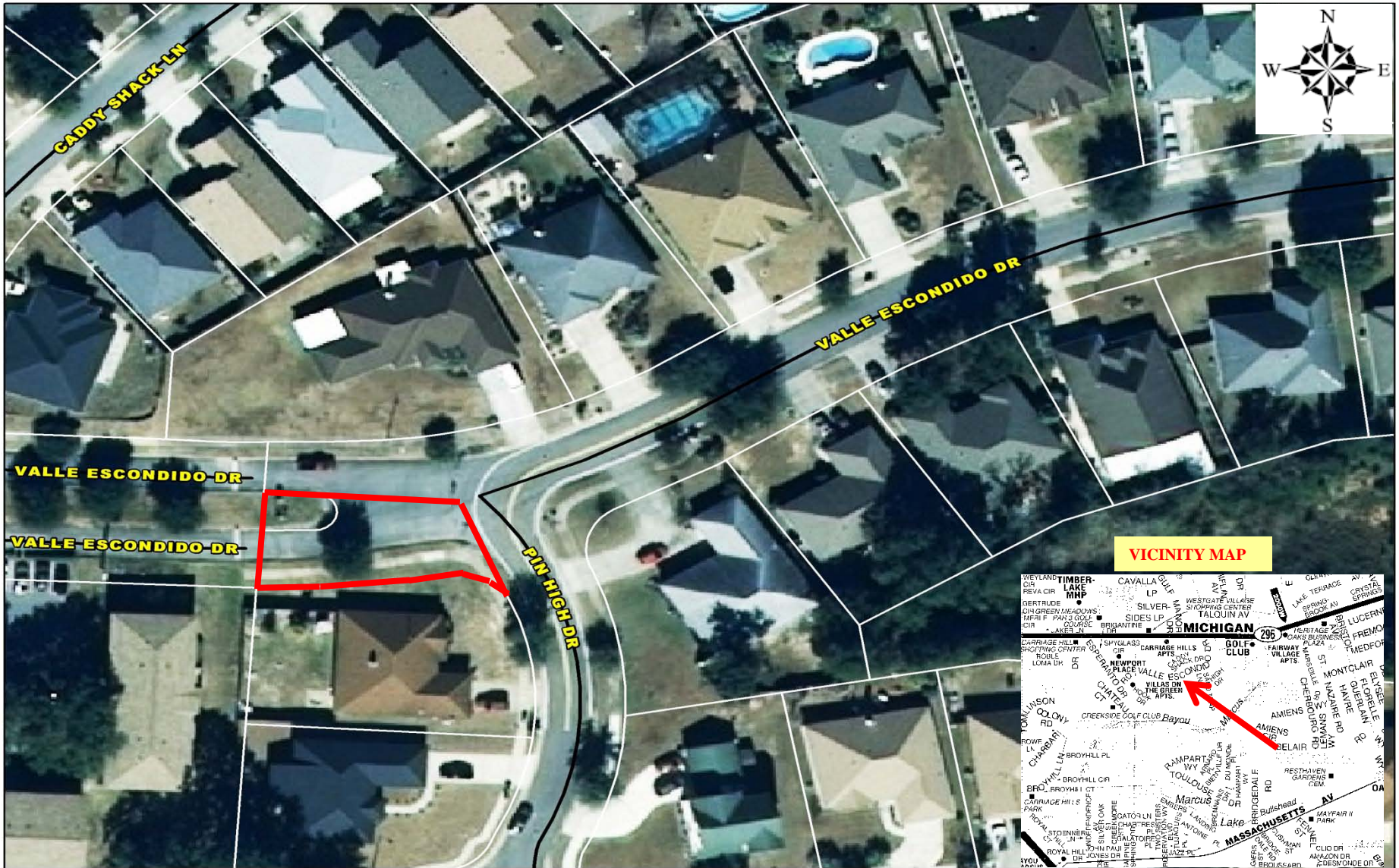
**Attachments**

map



# PROPOSED VACATION OF A PORTION OF VALLE ESCONDIDO DRIVE, CREEKSIDE OAKS SUBDIVISION

Petitioners: Board's Own Motion



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

JCC 03/29/11      DISTRICT 1



Portion of Valle Escondido Drive, Requested to be Vacated



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-689

County Administrator's Report Item #: 12. 9.

### BCC Regular Meeting

Meeting Date: 04/21/2011

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Reduction of a Vacant Division Manager Position and Abolishment of an Urban Planner I Position in the Development Services Department for an Annual Savings of \$80,232 - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the reduction of a vacant Division Manager position to a Senior Urban Planner. The duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department. Due to the level of additional responsibility placed upon those individuals, the upgrade to a higher level Senior Planner is warranted.

The reduction of the vacant Division Manager position and the abolishment of the Urban Planner I position will be a total annual savings of \$80,232.

#### **BACKGROUND:**

On December 6, 2010, the Division Manager for Projects and Comprehensive Planning, U981F-DSDSPJPJ, transferred to the Community Redevelopment Division, Community Economic Department.

Since that time, those duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department. Due to the level of additional responsibility placed upon those individuals, the upgrade to a higher level Senior Planner is warranted.

#### **BUDGETARY IMPACT:**

Reduction of the vacant Division Manager position, DBM (pay grade) D63, \$31.73 hourly, to the Senior Urban Planner position, DBM (pay grade) C43, \$23.05 hourly, represents a cost savings of \$8.68 per hour, or \$18,054 annually. The reduction of the vacant Division Manager Position and the abolishment of the Urban Planner I Position will be a total annual savings of \$80,232.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The reclassification of this position will provide a cost savings, as well as provide upward mobility for existing employees.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, all necessary paperwork will be processed through Human Resources.

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

AI-691 County Administrator's Report Item #: 12. 10.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

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

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Reappointment to the Tourist Development Council - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures and reappoint Naresh (Nash) Patel, for a four-year term, effective May 1, 2011, through April 30, 2015, as a "Hotel/Motel Industry" appointee.

**BACKGROUND:**

Mr. Patel has expressed the desire to serve another term. His Resume is provided for your review.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Nash Patel Letter/Resume



March 31<sup>st</sup> 2011

Escambia County Commissioners

**RE: Re-appointment of TDC seat**

Dear Commissioners,

I write this letter as an official request to seek re-appointment for another term on the Escambia County Tourist Development Council (TDC). My first term that I'm currently serving expires on April 20th 2011.

Since I was appointed, I have diligently represented the County and the Hospitality & Tourism Industry of Escambia. I believe I can continue to make the difference in the betterment of both our County and our Tourism Industry.

I respectfully request that you grant me this request during your next upcoming meeting. My updated business experience summary is enclosed with this request.

I thank you in advance for your consideration of this appointment. Please do not hesitate to call me if you have any questions. My direct number is 850-393-1779.

Sincerely,



Nash K. Patel  
President-COO

Ingenuity that Works!



## Naresh (Nash) Patel, Th.D., CHA - PRESIDENT, COO **LHS**companies

Naresh (Nash) Patel, Th.D., CHA, is President and COO of **LHS COMPANIES**, which owns and operates multiple hotels within the Gulf Coast pan-handle area, as well as providing products and services within the Hospitality Industry. [www.lhscompanies.com](http://www.lhscompanies.com)

Nash served as Chairman of The **Asian American Hotel Owners Association (AAHOA)** in 2004 / 2005. **AAHOA** was established in 1989. A recent study conducted by PKF Hospitality Research shows that the 10,000 AAHOA members own 20,156 hotels, which together account for almost 1.8 million rooms and a property value of \$128.7 billion. According to widely accepted industry research, AAHOA members own more than 40 percent of hotels in the United States and 39 percent of all guest rooms. Employment at these hotels totals 578,600 employees, including the equivalent of 436,900 full-time jobs plus additional part-time workers. Employee salaries and wages total \$9.4 billion annually. Payroll taxes, subsidized health insurance, vacation pay, and pension contribution add another \$2.5 billion in compensation. Nash's current role is to serve as an AAHOA Ambassador for the State of Florida.



AAHOA hoteliers are typically small business entrepreneurs, but have established portfolios that include numerous full-service, limited-service, and independent lodging facilities. They have strong roots in their communities and generate a powerful local "ripple" economic effect through their expenditure of operating expenses plus capital investment.

Since his tenure as Chairman, Nash has focused on helping franchisees and franchisors collaborate toward a win-win relationship: improving quality of service, helping control costs, and assisting the franchise industry to face its environmental and social responsibilities.

Nash also assists the organization, co-founded by his brother Jay, known as the **National Association of Black Hotel Owners, Operators, & Developers (NABHOOD)**. Nash was instrumental in bringing NABHOOD into collaboration with AAHOA, a mutually beneficial relationship which has brought success to both organizations.



Nash also participates in local government by serving on the **Escambia County Tourist Development Council (TDC)**. The TDC's function is to promote and enhance tourism, as well as providing stewardship for the county-wide bed tax collected from the tourism industry. Nash serves on this committee on behalf of the many Asian hoteliers in Escambia County and the surrounding area.

Additionally, Nash serves as a director for the **Escambia County Republican Executive Committee's (ECREC's) Minority Outreach Coalition (MOC)**. He also previously served as **Escambia County's Honorary Deputy** for first responders under the former Sheriff's administration. Nash is the founder and past member of the Board of Directors of the **Gulf Coast India Association (GCIA)**, a coalition of local businesses owned and operated by the Asian Indian community.

In recognition of his many accomplishments over the past decades, the Board of Directors and Faculty of the A.P. Clay Bible College in Kenner, LA, recently conferred upon Nash an **Honorary Doctorate in Theology**. In granting this degree, the college cited Nash's remarkable accomplishments, his tireless work over the years for AAHOA, his vigorous participation in the Hospitality Industry, and his vision to help with the continuing success of AAHOA and NABHOOD.

### Great Responsibilities:

Nash emphasizes the fact that franchising is one of the most powerful global industries and with great power comes great responsibility. He is therefore in the process of co-developing **Project Green Leaf**, an electric vehicle (EV) plug that will be the first free universal charging infrastructure within the U.S.

This infrastructure is meant to help reduce CO2 emissions, as well as enable the automobile industry to recover from its recent downturn. Ultimately, the infrastructure is expected to answer the demand of the fast-growing green vehicles trend anticipated by many consumers in order to reduce pollution and the cost of travelling.

The vision of Nash and his team is simple: every time consumers need to recharge their vehicles and wherever they may be, a franchised business is there to welcome them. The business will be able to provide EV and PHEV owners with the first **Inductive Power Technology (IPT)** – an infrastructure of free, wireless charging stations. The unique benefit of this infrastructure is that the franchised business owner will pay for recharging the consumers' vehicles, adding another beneficial marketing tool to his collection.

*"The Hospitality Industry led the way in installing the necessary equipment to provide FREE Wi-Fi to the consumer at every franchised business location."* Similarly, once the Hospitality Industry establishes the way with IPT, the restaurants, shopping centers, and movie theaters will follow in short order. What's more, the cost of the charging stations is projected to be cheaper than the Wi-Fi equipment. [www.projectgreenleaf.org](http://www.projectgreenleaf.org)







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

AI-657

County Administrator's Report Item #: 12. 1.

**BCC Regular Meeting**

Meeting Date: 04/21/2011

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #168 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, General Fund (001) in the amount of \$140,295, to recognize reimbursement proceeds from off-duty deputy employment expenses, and to appropriate these funds back into the Escambia County Sheriff's operating budget.

**BACKGROUND:**

Sheriff's deputies often have outside employment away from their Sheriff's duties. As a result there are certain expenses incurred by the Sheriff's office related to the vehicles, uniforms, etc., these are now being reimbursed from those officers back to the Sheriff's budget.

**BUDGETARY IMPACT:**

This amendment will increase Fund 001 by \$140,295.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#168 - Sheriff 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 reimbursement proceeds from off duty officers for related off-duty employment expenses incurred by the Sheriff's Office. 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
Miscellaneous Sheriff Fees	1	369939	140,295
<b>Total</b>			<b>\$140,295</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	140,295
<b>Total</b>			<b>\$140,295</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#168



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

AI-658

County Administrator's Report Item #: 12. 2.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #170 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #170, Misdemeanor Probation Fund (114) in the amount of \$10,688, to recognize an insurance reimbursement for lockers damaged at the Work Release Facility, and to appropriate these funds back to where the lockers were purchased.

**BACKGROUND:**

These funds are for damages to lockers at the Work Release Facility as a result of them falling on September 10, 2010. The anchors came loose from the wall and the lockers couldn't be fixed.

**BUDGETARY IMPACT:**

This amendment will increase Fund 114 by \$10,688.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 170

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

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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 lockers damaged at the Work Release Facility, 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

Misdemeanor Probation Fund Name	114 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	114	369008	\$10,688
<b>Total</b>			<b>\$10,688</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	114/290305	55201	\$10,688
<b>Total</b>			<b>\$10,688</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

\_\_\_\_\_  
Deputy Clerk

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#170



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

AI-653

County Administrator's Report Item #: 12. 3.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #172 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #172, FTA Capital Project Fund (320) in the amount of \$1,335,000, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds for capital purchases by the Escambia County Area Transit System (ECAT).

**BACKGROUND:**

ECAT has been awarded Federal Transit Administration funding for capital projects. These funds will be used toward an air conditioning renovation and security system upgrade at the ECAT facility, stop annunciators for the buses, and other related equipment purchases.

**BUDGETARY IMPACT:**

This amendment will increase Fund 320 by \$1,335,000

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 172

**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.

WHEREAS, ECAT was awarded the Fiscal Year 2010 FTA Grant from the Federal Transit Administration, and these funds need to 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:

FTA Capital Fund Fund Name	320 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FY2010 FTA Grant - FL 90-X728	320	3314xx (new)	\$1,335,000
<b>Total</b>			<b>\$1,335,000</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Support Facility Repairs	320/270315	54607	657,000
Operating Supplies	320/270315	55201	172,500
Computer Software	320/270315	55230	7,000
Bus Stop Signs	320/270315	55231	12,000
Machinery & Equipment	320/270315	56401	459,000
Maintenance Equipment	320/270315	56408	27,500
<b>Total</b>			<b>\$1,335,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#172





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

AI-661

County Administrator's Report Item #: 12. 4.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #173 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #173, Other Grants and Projects Fund (110) in the amount of \$41,010, to recognize the remaining balance of the Department of Energy (DOE) Grant, and to appropriate these funds into the current Fiscal Year's Budget.

**BACKGROUND:**

The remaining balance of the DOE Grant from the prior Fiscal Year 2009/10 Budget needs to be brought forward into the current Fiscal Year 2010/11 appropriation for accurate accounting.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$41,010.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#173 - DOE Grant

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 unrecognized portion of the Department Of Energy (DOE) Grant needs to be brought forward into the current fiscal year 2010/11. These funds must now 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
DOE - Energy Grant	110	331317	41,010
<b>Total</b>			<b>\$41,010</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Current Charges	110/290207	54901	41,010
<b>Total</b>			<b>\$41,010</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#173



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

AI-663

County Administrator's Report Item #: 12. 5.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #174 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #174, Other Grants and Projects Fund (110) in the amount of \$94,477, to recognize reimbursements from British Petroleum (BP) due to expenses incurred during the presidential visit in June 2010, and to appropriate these funds for use by the Escambia County Sheriff's Office.

**BACKGROUND:**

The president visited the gulf coast during the BP Oil Disaster, as a result of heightened security, the Escambia Sheriff's Department incurred additional costs. BP has recently reimbursed the Sheriff for these additional expenses.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$94,477.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#174 - Sheriff BP 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 reimbursement proceeds from the British Petroleum (BP) Oil Disaster due to expenses incurred by the Sheriff's Office during the presidential visit in June 2010. 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:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Reimbursements	110	369401	94,477
<b>Total</b>			<b>\$94,477</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Personal Services	110/5401xx	59702	73,278
Operating Expense	110/5401xx	59703	21,199
<b>Total</b>			<b>\$94,477</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#174



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

AI-676

County Administrator's Report Item #: 12. 6.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Service of Process Contract with the State of Florida, Department of Revenue - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the State of Florida, Department of Revenue Standard Contract between Escambia County and the State of Florida, Department of Revenue (DOR), for reimbursements related to service of process and execution of writs for child support enforcement orders issued by DOR. This Contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 unit rate for writs.

**BACKGROUND:**

The Sheriff is required by State law to provide service of process and execution of writs for child support enforcement orders issued by DOR. This contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 unit rate for writs.

**BUDGETARY IMPACT:**

This Contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 unit rate for writs.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Approved as to form by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Service of Process Contract DOR





STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
STANDARD CONTRACT

THIS CONTRACT is entered into between the **State of Florida, Department of Revenue**, hereinafter referred to as the "Department," and **Escambia County Board of County Commissioners** hereinafter referred to as the "contractor."

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: sole source government.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

**B. Governing Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

**C. Invoicing and Travel**

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be emailed to:

**sheriff\_invoices@dor.state.fl.us**

**D. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

**E. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

#### F. Indemnification

**NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs 1.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.**

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

#### G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

#### H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Office of General Counsel.
5. Pertaining to IRS Tax Return information:
  - a. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
  - b. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at

the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.

- c. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
  - d. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
  - e. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
  - f. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
  - g. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
  - h. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
  - i. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
  - j. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
  - k. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.
6. That the Contractor is subject to the provisions of s. 817.5681, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor would also be subject to comply with the laws of States where those individuals reside.

**1. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all

work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

**J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

**K. Purchasing**

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. **MyFlorida MarketPlace Fee**

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

**L. Non-discrimination Requirements**

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the contractor employing fifteen (15) or more individuals.

**M. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

**O. Sponsorship**

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

**P. Publicity**

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

**Q. Final Invoice**

To submit the final invoice for payment to the Department no more than forty five (45) days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

**R. Lobbying**

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime**

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**T. Patents, Copyrights, Royalties and Rights to Products**

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the

Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract 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, for any purpose whatsoever and to have others acting on behalf of the Department do so.

#### **U. Emergency Preparedness**

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

#### **V. Criminal History Records Checks**

That the Department requires criminal history records checks on any contractor staff, employees or subcontractor staff that has access to DOR information resources or facilities unless formally waived in writing by the Department. If the access is apparent to the Department at the inception of the contract, the Contractor shall be required to sign Attachment H, Criminal History Records Check. In the event, that the Department did not require the Criminal History Records Check at the inception of the contract, but determines that the Criminal History Records Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal History Records Check information upon written request from the Department. The cost of performing the criminal history records checks shall be borne by the Contractor.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its staff, employees or subcontractor staff who will have access to DOR information resources or facilities. The criminal history records check must be completed for those so designated within 30 calendar days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those staff, employees or subcontractor staff must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which staff, employees or subcontractor staff requires a criminal history records check. The check must be completed within 30 days of notification to the Contractor. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Contract is in force.

Criminal history records checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records results must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

During the term of the Contract, the Contractor shall report in writing to the Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Contractor's staff, employee or subcontractor assigned to this contract within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the Contractor's staff member's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate staff members work on this Contract. The Department will take appropriate steps to secure its data, systems and facilities pending the Department's review of the report. The Contractor shall notify the department within ten (10) calendar days of case disposition.

Refusal to submit the Criminal History Records Check information as required by this contract may result in termination of the contract.

#### **W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES**

##### **1. Granting Access**

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
  - Office Buildings
  - Restricted Rooms within Office Buildings
  - Restricted Data
  - Department Intranet
  - Department Network
  - Data Management Systems such as FLORIDA, CAMS and Sunfax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
  - Be provided in writing to the Department Contract Manager,
  - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
  - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

##### **2. Changing and Terminating Access**

- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
  - Separation,
  - Termination,
  - Reassignment to another project, or
  - Change in the type of access required.
- b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.
- c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
  - returning all security identification and access devices; and
  - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

##### **3. Access Update**

- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.



- b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.
- c. The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

## II. THE DEPARTMENT AGREES:

### A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed \$ N/A RATE AGREEMENT, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

### B. Contract Payment

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

### C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

## III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

### A. Effective and Ending Dates

That this contract shall begin on July 1, 2011, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2014. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

### B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be three (3) one-year (1) optional renewal periods.

### C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised

CAP or letter of explanation.

4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

**D Termination**

1. That this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

**E. Renegotiations or Modifications**

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

**F. Notice**

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

**G. Official Payee and Representatives (Names, E-mail and Street Addresses, and Telephone Numbers):**

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made (note: monthly electronic direct deposit invoice payments through the FL Department of Financial Services at [http://www.myfloridacfo.com/vadir/direct\\_deposit\\_web/vendors.htm](http://www.myfloridacfo.com/vadir/direct_deposit_web/vendors.htm) is quicker and precludes mail:

Escambia County, Board of County Commissioners

The Honorable Ernie Lee Magaha

221 Palafox Place Ste 130

Pensacola, FL 32502

(850)595-4825

2. The name of the contractor's contact person, phone number, email address, and street address where financial and administrative records are maintained is:

Patricia Sheldon, Administrator for Financial Services

221 Palafox Place Ste 130

Pensacola, FL 32502

(850)595-4825

psheldon@escambiaclerk.com

3. The name, phone number, email address, and mailing address of the representative of the contractor responsible for administration of the program under this contract is:

Henrique Dias, Escambia County Sheriff's Office

1700 West Leonard Street

Pensacola, FL 32501

(850)436-9541

hdias@escambiaso.com

4. The name, address, phone number, email and mail address of the Contract Manager for the Department for this contract is:

**Martin Ehlen – Contract Manager**

**Florida Department of Revenue**

**Child Enforcement Program**

**P.O. Box 5586**

**Tallahassee, FL 32314-5586**

**850/617-8051 [ehlenm@dor.state.fl.us](mailto:ehlenm@dor.state.fl.us)**

5. Upon change of representatives (names, addresses, telephone numbers, email address) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**H. All Terms and Conditions Included**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

<b>Applicable attachments: ☒ indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	Attachment A	Scope of Work/Additional Provisions
<input type="checkbox"/>	Attachment B	Order of Precedence (and Contract Content)
<input checked="" type="checkbox"/>	Attachment C(1)	Required Certifications (Non-Attorney)
<input type="checkbox"/>	Attachment C(2)	Required Certifications (Attorney)
<input checked="" type="checkbox"/>	Attachment D	Additional Provisions for Federally Funded Contracts
<input checked="" type="checkbox"/>	Attachment E	Certification Regarding Debarment, Suspensions
<input checked="" type="checkbox"/>	Attachment F	Certification Regarding Lobbying
<input type="checkbox"/>	Attachment G	Individual Contractor Security Agreement Form
<input type="checkbox"/>	Attachment H	Criminal Background Check Requirements
<input type="checkbox"/>	Attachment I	Compliance with the Florida Single Audit Act (Property Appraiser)
<input type="checkbox"/>	Attachment J	Access to Department Information Resources and Facilities
<input type="checkbox"/>	Attachment K	Other - See attachment for details
<input type="checkbox"/>	Attachment L	Other - See attachment for details
<input type="checkbox"/>	Attachment M	Other - See attachment for details

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this 23 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:  
Escambia County Board of County Commissioners

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY: \_\_\_\_\_  
NAME: Kevin W. White  
TITLE: Commissioner  
DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
NAME: Lia Mattuski  
TITLE: Director, Financial Management  
DATE: \_\_\_\_\_

Contractor  
Federal Employer I.D. #  
plus MyFlorida Market Place  
Extension # 59-6000598

FLORIDA DEPARTMENT OF REVENUE  
Office of the General Counsel

Approved as to form and legal content

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Deputy Chief of Staff  
Date: 4-5-11

Attachment A

**Scope of Work/Additional Provisions**

A. General Provisions

1. The sheriff shall promptly attempt judicial and administrative service pursuant to Section 30.231 and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
  - a. Personal Service [substitute service is permissible, excluding other parties in the case, see Section 48.031 (2)(a) F.S.]
  - b. Service of Subpoena, except witness subpoenas
  - c. Execute on Writ of Bodily Attachment
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process Provisions

1. Manner of Service

- a. The sheriff should attempt to promptly obtain child support summons, and thereafter serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the sheriff should make a minimum of two additional attempts to serve process within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process, it is incumbent upon the sheriff to attempt to serve a respondent at any address necessary to effect service. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect a successful service, the sheriff should attempt service at as many of the addresses provided and at different time intervals.

The Sheriff shall determine the most appropriate time to attempt service and such attempts may include nights or weekends.

- c. (1) Within seven (7) calendar days of successful service, the sheriff shall provide the Department, or its designee, a copy of the sheriff's return indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 3, page 18.

- (2) Within seven (7) calendar days of successful service, the sheriff shall provide the Clerk of Court the original documents indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 3, page 18.

d. (1) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Department, or its designee, a copy of the sheriff's return indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(2) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Clerk of Court the original documents indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(3) If the location information on the request is erroneous, the Sheriff shall return the request to the issuing office within seven (7) calendar days of the last attempt. Failure to serve at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

e. If the court orders the parson served to pay the service of process, the payment shall be directed to the county which will retain the prevailing local match rate. The remaining match rate should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

## 2. Method of Payment

a. Only one request for payment shall be submitted for each original service document. The forms in Attachment A, Exhibits 1-3, shall be used to send the request for payment for services to the Department. These forms should be submitted electronically and attached to an email, or FAXED until there exists electronic submission functionality. Each monthly invoice must include an authorized signature certifying that service of process has been attempted and/or executed. The forms have been supplied to the appropriate board or sheriff's office in Microsoft Excel format, and they should be completed then emailed each month to:

**E-mail: [sheriff\\_invoices@dor.state.fl.us](mailto:sheriff_invoices@dor.state.fl.us)**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for service on judicial and administrative summons at the prevailing rate of Federal Financial Participation, 66% of the \$20.00 fee (\$13.20) for original service in Title IV-D cases. This reimbursement amount includes all costs associated with each service on judicial and administrative summons

c. Additionally, fees shall be paid for alias and pluries documents when service was not perfected on the original documents in that county by that sheriff. "Alias" is defined as the second document issued subsequent to the original document which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as the third or subsequent document issued to the alias document which is for the same person in the same county and the same cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.



C. Writ of Bodily Attachment Provisions

1. Manner of Service

a. The sheriff should attempt to execute a writ within seven (7) calendar days of receipt of the request. If a writ is not executed on the first attempt, the sheriff should make a minimum of two additional attempts to execute the writ within twenty-one (21) calendar days after receipt.

b. Given the critical issue of effective and timely execution of writs, it is incumbent upon the sheriff to attempt to execute a writ on a respondent at any address necessary to execute the writ. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect writ execution, the sheriff should attempt execution at as many of the addresses provided and at different time intervals.

The Sheriff shall determine the most appropriate time to attempt writ execution and such attempts may include nights or weekends. After the writ is executed it shall be entered into the FCIC within three (3) business days.

c. (1) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Department, or its designee, a copy of the sheriff's return indicating that the writ has been executed and the address at which it was executed.

(2) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Clerk of Court the original documents indicating the writ has been executed and the address at which it was executed.

Failure to execute the writ at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

d. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system, per Section 61.11(2)(e), F.S.

e. If the court orders the person served to pay the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

2. Method of Payment

a. Only one request for payment shall be submitted for each writ of bodily attachment document. The Excel forms in Attachment A, Exhibits 1 and 2, shall be used for invoicing and sent to the Department for payment for the writs of bodily attachment. These forms should be submitted electronically and attached to an email or FAXED until there exists electronic processing functionality. Each monthly invoice (reference Attachment A Exhibits 1 and 2 below) must include an authorized signature certifying that writs of bodily attachment have been attempted and/or executed. The forms have been supplied to the appropriate board or sheriff's office in Microsoft Excel format and they should be completed then emailed each month to:

**E-mail: [sheriff\\_invoices@dor.state.fl.us](mailto:sheriff_invoices@dor.state.fl.us)**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for writs of bodily attachment at the prevailing rate of Federal Financial Participation, 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. This reimbursement amount includes all costs associated with each writ of bodily attachment.

**D. Special Provisions**

**1. Area of Service**

The services required of the Sheriff pursuant to this contract shall be provided in the County shown on page one of this contract.

**2. Modification of contract due to a change in Federal Financial Participation**

In the event Federal Financial Participation funding is changed during the term of this contract, all parties agree that reimbursement by the Department shall be at the new prevailing rate. Notification of the change of Federal Financial Participation and its effective date will be reduced to writing and said notification shall be attached to the original contract.

**3. Modification of Contract due to Statutory Fee Changes**

In the event that the service fee and/or writ of bodily attachment fee is changed in statute during the term of the contract, all parties agree that reimbursement by the Department shall be made at the new statutory fee upon effective date as required by the statute. A copy of the statutory change and its effective date shall be attached to the original contract.

**4. Service to be Performed by the Department**

a. To clearly identify all Title IV-D child support enforcement cases referred to the sheriff for which service or writ of bodily attachment is requested.

b. To provide to the sheriff the best known address(es) where the person may be served or the writ executed.

**5. Photographic images provided by the Department**

Photographic images provided by the Department are only for use with service of process and writs, as specified in section 322.142, Florida Statutes (2006).

This information is considered privileged and confidential. Any disclosure, distribution, or copying of this photographic image, or the information in it, is strictly prohibited.

Upon completion of service or writ activities, the photographic image(s) must be destroyed by:

- a. Shredding to effect 5/16-inch wide or smaller,
- b. Burning (ensuring that all pages are fully consumed),
- c. Rendering unreadable and unreconstructable.

If your office is not equipped to destroy the image as required, for proper destruction return it by Mail (certified, return receipt requested) or by courier/messenger service to either the child support office associated with the service or writ request, or to the DOR-CSE Contract Manager.

Attachment A, Exhibit 1, Excel automated iNVOICE form

**Escambia County BOCC**

8/19/2009 10:05 AM

**Sheriff Service of Process (SOP)**

Contract #: CSS\_\_

Address line 1

Address line 2

**Contact Person:**

**Phone #:**

**E-mail:**

**Date of Invoice:** MM/DD/YYYY

**Invoice Month/Yr.:**

**Sheriff Invoice #:** \_\_\_\_\_

**Bill To:** Florida Department of Revenue/Child Support Enforcement  
Contract Management Invoice Section

**Email Group:** sheriff\_invoices@dor.state.fl.us

Comments					
Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00
0	Service Of Process Credits	(\$20.00)	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00

**Invoice Total: \$0.00**

I certify the information above is true and correct  
(*electronic signature is acceptable*)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

To: Operational Accounting:

The above charges have been reviewed and are approved for payment:	
Amount approved:	_____
Date Approved:	_____
FDOR-CSE Approval Certification	_____
Signature:	_____

**Attachment A, Exhibit 2  
Substantiating Report to Invoice (Excel form)**

Total # of Service of Process	Sheriff Service of Process & Writs Substantiating Report To Invoice		Date Received (Required) (mm/dd/yyyy)			
	County Sheriff's Office or BOCC Contract Number: CSS					
Total # of Writs						
Grand Total of Services						
Month and Year of Invoice						
Florida Department of Revenue Child Support Enforcement Case Number	Defendant Information Person being served (Required)		Plaintiff Information (Required)	Services of Process	Writs	
	Last Name	First Name				Middle Initial

**Attachment A, Exhibit 3**

**DOCUMENTATION FOR SUCCESSFUL AND UNSUCCESSFUL  
SERVICE OF PROCESS ATTEMPTS**

**ALL SERVICE RETURNS SHALL INCLUDE:**

- A. The full names of the custodial parent (CP) and the noncustodial parent (NCP) and the Child Support Enforcement case number.
- B. Complete addresses for all attempts for service of process.
- C. Date and time for all attempts for service.
- D. All reasons for non-service attempts.
- E. Indication of manner of service return, i.e.: personal service or substitute, if substitute, the relationship of substitute.
- F. A list of all documents served on the NCP.

Attachment C(1)

Required Certifications – Non-Attorney

I, Kevin W. White as an authorized representative of the contractor certify that:

**1. Statement of No Involvement**

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

**2. Agreement to the Contract Terms and Conditions**

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

**3. Contract Cancellation or Failure to have Contract Renewed**

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

**4. Child Support Obligations**

I, Kevin W. White, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

**5. Compliance with State and Federal Tax Laws**

I, Kevin W. White, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: \_\_\_\_\_

Date: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: *Charles R. ...*  
 Title: Deputy City Attorney  
 Date: 4-7-14

Attachment D

Additional Provisions for Federally Funded Contracts

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. If this contract contains federal funds, the Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
5. Pursuant to 45 CFR 95.617(a), the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."  
 Pursuant to 45 CFR 95.617(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation."  
 Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).
6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, which directly relate to the provision of commodities and services provided under this contract, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
8.  If checked, the following also applies:
  - > The CFDA number(s) is: 93.563.
  - > The CFDA title is: Child Support Enforcement.
  - > The Federal Agency from which the Department receives these funds and passes them to the Provider is: the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement

The Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

Based on the audit requirements in OMB Circular A-133, the Department requires the following actions by the Provider:

1. Each year, after the close of the Provider's fiscal year, the Provider will provide a hard copy or electronic copy or a link (URL) to their most recently audited financial records. This information will be send to the Department's Contract Manager for this contract.
2. The due date for #1 above is no later than 9 months after the close of the Provider's fiscal year, unless additional time has been granted by the Federal clearing house or other appropriate entity. If additional time has been granted, the report is due within 30 days after the end of the additional time.

By signing below, the Provider agrees to adhere to the above requirements.

Signature \_\_\_\_\_

Name Printed Kevin W. White

Date \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: [Signature]

Title: Regional Child Support

Date: 4-7-11



Attachment E

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Contracts/Subcontracts

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
  - (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract 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 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 government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph 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 contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

By: \_\_\_\_\_

Date: \_\_\_\_\_

This document approved as to form and legal sufficiency

By: *Cherish Perry*  
 Title: Deputy City Atty  
 Date: 4-7-11

Attachment F

Certification Regarding Lobbying  
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 an 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 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 transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., 1352. 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.

By: \_\_\_\_\_

Date: \_\_\_\_\_

This document approved as to form and legal sufficiency

By: *[Signature]*

Title: Deputy City Atty

Date: 4-7-11





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

AI-651

County Administrator's Report Item #: 12. 7.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Approval of Fiscal Year 2010/2011 Miscellaneous Appropriations Agreements for Pensacola Bay Area Chamber of Commerce, Inc., Pensacola Sports Association, Inc., and Perdido Key Area Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2010/2011 Miscellaneous Appropriations Agreements for Pensacola Bay Area Chamber of Commerce, Inc., Pensacola Sports Association, Inc., and Perdido Key Area Chamber of Commerce, Inc.:

A. Approve the following Fiscal Year 2010/2011 Miscellaneous Appropriations Agreements, to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201:

1. Pensacola Bay Area Chamber of Commerce, Inc., \$355,101;
2. Pensacola Sports Association, Inc., 55,340; and
3. Perdido Key Area Chamber of Commerce, Inc., 41,505;

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

C. Approve the necessary Purchase Orders.

**BACKGROUND:**

On March 22, 2011, the Tourist Development Council approved allocating \$451,946.00 to the Pensacola Bay Area Chamber of Commerce, the Pensacola Sports Association, Inc. and the Perdido Key Area Chamber of Commerce, Inc. in the amounts listed in the foregoing paragraph. The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of Amendments to these Agreements is necessary.

**BUDGETARY IMPACT:**

Funds are available in the Fiscal Year 2010/2011 Budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed the Agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

TACCAgreement

SportsAgreement

PerdidoAgreement

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

**THIS AGREEMENT** is made and entered into this 21st day of April 2011 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, the Recipient promotes and advertises Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

**WHEREAS**, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

**WHEREAS**, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2010/11(October 1 through September 30), the sum of \$355,101.00 to conduct a program generally described as:

Tourism Administration Convention Committee

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1.** The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or



6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

**Section 2.** This Agreement shall be considered to have become effective on the 21st day of April 2011, and will terminate on the 30th day of September 2011, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3.** The County agrees to pay the recipient the sum of \$355,101.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such reports will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 6.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 7.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2011, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8.** This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2011, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

**BCC APPROVED:** \_\_\_\_\_

**PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

By: *Justin Neal*

Title: *ACH*

Date: *3/23/11*

**EXHIBIT "A"**

**2010/2011 MISCELLANEOUS APPROPRIATIONS**

NAME OF ORGANIZATION Pensacola Bay Area Chamber of Commerce, Inc.

**APPROVED BUDGET**

SALARIES AND BENEFITS .....\$ \_\_\_\_\_

AUDIT FEES .....\$ \_\_\_\_\_

TRAVEL.....\$ \_\_\_\_\_

UTILITIES.....\$ \_\_\_\_\_

REPAIRS AND MAINTENANCE .....\$ \_\_\_\_\_

**OTHER RECURRING COSTS:**

Marketing \_\_\_\_\_ \$ 355,101.00

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER RECURRING COSTS .....\$ 355,101.00**

**OTHER NON-RECURRING COSTS**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER NON-RECURRING COSTS .....\$ \_\_\_\_\_**

**GRAND TOTAL .....\$ 355,101.00**

## PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Pensacola Bay Area Chamber of Commerce – Tourism Administration Convention Committee

The Pensacola Convention & Visitor Information Center serves as the sole **Destination Marketing Organization (DMO)** for Escambia County covering Pensacola, Pensacola Beach and Perdido Key. Our efforts support general tourism, festivals, events and the area's hundreds of businesses dependent upon the tourist industry throughout the year. Our marketing budget, comprised of public and private funds, is directed toward the following programs:

- Increase the area's **convention and conference business** through proactive sales initiatives and convention services, concentrating on the SMERF markets within our region and nationally.
- Increase the area's **motorcoach and travel agent business** through proactive sales and recruitment initiatives within industry associations and trade shows (i.e. National Tour Association, American Bus Association, AAA, Southeast Tourism Society, etc.)
- Develop, implement and track a market-driven **advertising and promotion strategy** to the leisure traveler through identified geographic and demographic markets.
- Increase the area's positive editorial exposure internationally through a **proactive public relations** plan that generates more than \$6 million in equivalent advertising value.
- Leverage the budget and expand markets through active participation in **regional partnerships** with SouthCoast USA, Southeast Tourism Society and Visit Florida in programs that ultimately increase the area's tourism business.
- With more than 150,000 visitors to the center annually, provide the area's only **full-service Visitor Information Center**, emphasizing warm, friendly service and interactive experiences and service as a comprehensive clearing-house for area amenities, activities, events and attractions.
- **Provide staff and leadership** for numerous local industry organizations including the Hospitality Roundtable (HRT), Tourism Administration and Convention Committee (TACC), The Pensacola Area Lodging Council (PALC), Hospitality Industry Professional Program (HIP) and others.
- Foster state-of-the-art **ecommerce marketing programs** maximizing the unlimited reach and branding available through our website and e-communications.
- Produce creative, artful and imaginative **print collaterals** responding to inquiries from leisure travelers, group planners, media and other tourism professionals.

## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs have been submitted for all monthly payments. No funding is advanced.

Checks are issued weekly. Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
PENSACOLA SPORTS ASSOCIATION, INC.**

**THIS AGREEMENT** is made and entered into this 21st day of April 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Sports Association, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 101 West Main Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0767953 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, the Recipient serves the citizens of Escambia County by promoting and advertising Escambia County as a growing regional sports venue nationally and internationally for various games, competitions and sporting pursuits which each year attract thousands of visitors to the County; and

**WHEREAS**, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

**WHEREAS**, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and



**WHEREAS**, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2010/11(October 1 through September 30), the sum of \$55,340.00 to conduct a program generally described as:

Pensacola Sports Association, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1.** The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

**Section 2.** This Agreement shall be considered to have become effective on the 21st day of April 2011, and will terminate on the 30th day of September 2011, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3.** The County agrees to pay the recipient the sum of \$55,340.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such reports will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 6.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 7.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2011, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8.** This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2011, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

**BCC APPROVED:** \_\_\_\_\_

**PENSACOLA SPORTS ASSOCIATION, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

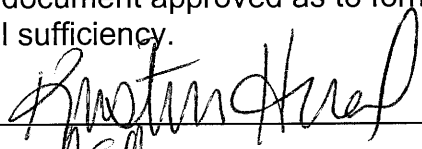
By:   
Title: ACT  
Date: 3/23/11

EXHIBIT "A"

2010/2011 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Sports Association, Inc.

**APPROVED BUDGET**

SALARIES AND BENEFITS .....\$ \_\_\_\_\_  
SUPPLIES .....\$ \_\_\_\_\_  
TRAVEL.....\$ \_\_\_\_\_  
UTILITIES .....\$ \_\_\_\_\_  
EQUIPMENT (Unit Cost \$1,000 or more).....\$ \_\_\_\_\_

**OTHER RECURRING COSTS:**

Hosting & Bids                   \$ 55,340.00  
\_\_\_\_\_                               \$ \_\_\_\_\_  
\_\_\_\_\_                               \$ \_\_\_\_\_

**TOTAL OTHER RECURRING COSTS** .....\$ 55,340.00

**OTHER NON-RECURRING COSTS**

\_\_\_\_\_                               \$ \_\_\_\_\_  
\_\_\_\_\_                               \$ \_\_\_\_\_  
\_\_\_\_\_                               \$ \_\_\_\_\_

**TOTAL OTHER NON-RECURRING COSTS** .....\$ \_\_\_\_\_

**GRAND TOTAL** .....\$ 55,340.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Pensacola Sports Association (PSA) provides the sports marketing effort for Escambia County, creating a positive economic benefit for the entire community. Our sports marketing responsibilities include, but are not limited to creating, bidding and hosting of events. PSA focuses on attracting new sporting activities, assisting existing events, increasing tourism and generating overnight stays in Escambia County accommodations where TDC dollars are used to support and enhance economic development.

Plans include maintaining key relationships with state and national organizations representing activities that current physical facilities can host. They also include working with local officials to ensure continued development of national and world-class facilities (venues), and preparations and presentation of bid packages for potential events. An important component of our plans continues to be maintaining contacts with the many local sports organizations in Escambia County to encourage regional, state, national and world events as well as creating new events that generate sports visitors.

## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs have been submitted for all monthly payments. No funding is advanced.

Checks are issued weekly. Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.**

**THIS AGREEMENT** is made and entered into this 21st day of April 2011, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Perdido Key Area Chamber of Commerce, Inc. a non profit corporation authorized to do business in the State of Florida, with administrative offices at 15500 Perdido Key Drive, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-29930419 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, the Recipient serves the citizens of Escambia County by promoting and advertising Perdido Key as a vacation destination to national and international visitors whose visits generate financial dividends for the County's well being each year; and

**WHEREAS**, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

**WHEREAS**, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2010/11(October 1 through September 30), the sum of \$41,505.00 to conduct a program generally described as:

Perdido Key Area Chamber of Commerce, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1.** The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

**Section 2.** This Agreement shall be considered to have become effective on the 21st day of April 2011, and will terminate on the 30th day of September 2011, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3.** The County agrees to pay the recipient the sum of \$41,505.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such reports will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 6.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 7.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2011, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8.** This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2011, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

**BCC APPROVED:** \_\_\_\_\_

**PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

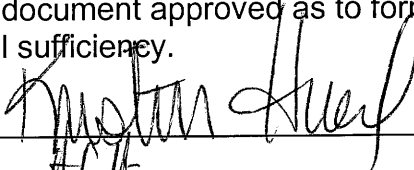
By:   
Title: CEO  
Date: 3/23/11

EXHIBIT "A"

2010/2011 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Perdido Key Area Chamber of Commerce, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS .....\$ \_\_\_\_\_

SUPPLIES .....\$ \_\_\_\_\_

TRAVEL.....\$ \_\_\_\_\_

UTILITIES.....\$ \_\_\_\_\_

EQUIPMENT (Unit Cost \$1,000 or more).....\$ \_\_\_\_\_

**OTHER RECURRING COSTS:**

Marketing .....\$ 41,505.00

\_\_\_\_\_ .....\$ \_\_\_\_\_

\_\_\_\_\_ .....\$ \_\_\_\_\_

**TOTAL OTHER RECURRING COSTS** .....\$ 41,505.00

**OTHER NON-RECURRING COSTS**

\_\_\_\_\_ .....\$ \_\_\_\_\_

\_\_\_\_\_ .....\$ \_\_\_\_\_

\_\_\_\_\_ .....\$ \_\_\_\_\_

**TOTAL OTHER NON-RECURRING COSTS** .....\$ \_\_\_\_\_

**GRAND TOTAL** .....\$ 41,505.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

This funding will be used for marketing of the Perdido Key area in order to bring in more visitors to our area.



## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs have been submitted for all monthly payments. No funding is advanced.

Checks are issued weekly. Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



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

AI-684

County Administrator's Report Item #: 12. 8.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Sanchez Court Rental Rehabilitation/Mitigation Project, PD 10-11.015 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to E.B. Morris General Contractors, Inc., for the Sanchez Court Rental Rehabilitation/Mitigation Project, Contract PD 10-11.015, for the base bid amount of \$1,442,218.

[Funding: Fund 110 Other Grants and Projects/DCA, CDBG Disaster Grant, Cost Center 220436, Object Code 58301]

**BACKGROUND:**

On January 1, 2010, the Board approved an application to the Florida Department of Community Affairs (DCA) for \$7,067,397 to fund eligible projects under the 2008 Storms CDBG Disaster Recovery Program. On June 17, 2010, the Board accepted the award of the subject grant by DCA for specified CDBG eligible disaster recovery or mitigation projects, including extensive rehabilitation and mitigation improvements to the 48-unit Sanchez Court Rentals located in the vicinity of Morris Court at the intersection of "J" and W. Godfrey Streets (see Exhibit I for resumes). After securing DCA approvals, Bay Design Associates, the Project Architect, prepared plans and specifications for improvements to Sanchez Court and the Office of Purchasing published the advertisement for bids for PD 10-11.015/ Sanchez Court Rental Rehabilitation/Mitigation Project (CDBG Service Area #4) on February 16, 2011. A non mandatory pre-bid meeting was held at the project site on March 2, 2011, with excellent contractor attendance. Sealed bids were received and opened by the Office of Purchasing on March 16, 2011. Based upon the bid review and confirming bid tabulations, the Office of Purchasing recommends award of the construction Contract to the low bidder, E. B. Morris General Contractors, Inc. in the base bid amount of \$1,442,218.

[Funding: Fund 110/DCA CDBG Disaster Grant, Cost Center 220436, Object Code 58301]

**BUDGETARY IMPACT:**

[Funding: Fund 110/DCA, CDBG Disaster Grant, Cost Center 220436, Object Code 58301]

**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 Count, FL code of ordinances, 1999 Chapter 46, Article II, Division 3, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office Of Purchasing will issue the Contract and Purchase Order.

---

**Attachments**

Bid Tab

**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>	<b>DESCRIPTION: Sanchez Court Rental Rehabilitation/Mitigation Project</b>										
	<b>ITR# PD 10-11.015</b>										
Bid Opening Time: 3:00 pm CDT	Cover Sheet Acknow	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	Acknowledgement of Addendums	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes			
Bid Opening Date: 03/16/2011											
Opening Location: Rm 11.407											
<b>NAME OF BIDDER</b>											
Bradley Construction Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
The Green-Simmons Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
E. B. Morris General Contractors, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
<b>BIDS OPENED BY:</b>	<b>Joe F. Piliary, Jr. Purchasing Coordinator</b>										
<b>BIDS WITNESSED BY:</b>	<b>Angie Holbrook, SOSA</b>										
<b>BIDS TABULATED BY:</b>	<b>Angie Holbrook, SOSA</b>										

Note: "No Bids" were submitted by Larry Hall Construction, Inc., Omnicon, LLC & Gibraltar Construction, Inc.

CAR                                  BOCC  
DATE 04/21/2011                  DATE 04/21/2011

The Purchasing Manager/Designee recommends to the BCC: To award a lump sum contract to E. B. Morris General Contractors, Inc. in the base bid amount of \$1,442,218. 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: 2:00 p.m., CDT, 04/08/2011

JFP/abh

PUBLIC NOTICE OF RECOMMENDED AWARD

**BID TABULATION**

**DESCRIPTION:** Sanchez Court Rental Rehabilitation/Mitigation Project (Services Area #4)

**ITB:** PD 10-11.015

**Bid Opening Time:** 3:00 p.m. CDT

**Bid Opening Date:** 03/16/2011

**Opening Location:** Rm 11.407

NAME OF BIDDER	Base Bid	Alternate 1	Alternate 2	Alternate 3A	Alternate 3B	Alternate 4	Unit Price 1-2BR	Unit Price 1-3BR
Bradley Construction Co., Inc.	\$1,658,000.00	\$138,500 Tapco Screens \$81,000 ALTCPI Screens	\$180,000.00	\$99,000.00	\$126,000.00	\$133,000.00	\$750.00	\$1,000.00
The Green Simmons Co., Inc.	\$1,848,000.00	\$127,000.00	\$254,000.00	\$116,000.00	\$99,000.00	\$108,000.00	\$36,000.00	\$17,000.00
E. B. Morris General Contractors, Inc.	\$1,442,218.00	\$150,015.00	\$187,266.00	\$66,545.00	\$65,670.00	\$132,918.00	\$892.00	\$1,156.00



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-681

County Administrator's Report Item #: 12. 9.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Amy Lovoy

Organization: OMB

CAO Approval:

---

#### Information

##### **RECOMMENDATION:**

Recommendation Concerning Contract Award PD 06-07.038. Brownfields Services - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Brownfields Services, PD 06-07.038:

A. Award a Task-Order-based continuing Contract to Sigma Consulting Group, Inc., per PD 06-07.038, Brownfields Services, on a "Maximum Ceiling" basis fee schedule as follows;

Maximum Overhead – 168%

Maximum Profit – 12%

Maximum FCCM – 1.50%

Maximum Multiplier – 301.66% (providing no single item above is exceeded)

Existing Hourly Rates for each firm (based on an audited or auditable financial package); and

B. Authorize the Department(s) in conjunction with the Office of Purchasing to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funds to be budgeted for on an annual basis]

##### **BACKGROUND:**

The legal advertisement for the "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, May 6, 2007. 72 firms were notified of the solicitation. This is a continuing contract for a specific engineering service, Brownsfields Services, and falls under the Consultants Competitive Negotiations Act, (CCNA) FS 287.055.

##### **BUDGETARY IMPACT:**

Funds to be budgeted for on an annual basis.

##### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract (Form F, Consulting Services) will be used.

##### **PERSONNEL:**

The Scope of Work for this project was developed by the Office of Purchasing and Environmental Department.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify departments. The Office of Purchasing shall work with departments in negotiating Task Orders.

---





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

**AI-345** County Administrator's Report Item #: 12. 10.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** Board of County Commissioners

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning ECAT Pavement Rehabilitation - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract PD 10-11.011, ECAT (Escambia County Area Transit) Pavement Rehabilitation, for the total amount of \$165,450, for the base bid plus additive alternates 2, 3, 4 and 5 to Aero Training and Rental, Inc.

[Funding: Fund 320, FTA Capital Grant, Cost Center: 270315]

**BACKGROUND:**

The pavement in the ECAT passenger pick-up and maintenance areas is in need of repair. The scope of work includes removing and replacing certain areas of asphalt and concrete, providing for ADA accessibility, installing signage, sealing cracks in the pavement, applying a seal coat to the asphalt paving, and restriping.

**BUDGETARY IMPACT:**

Funding: Fund 320, FTA Capital Grant, Cost Center: 270315

**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 provisions of the Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Purchasing will issue the Contract documents.

---





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

AI-682

County Administrator's Report Item #: 12. 11.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Unit Price Contract Award for PD 10-11.029, Southwest Escambia County Sports Complex - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Unit Price Contract for the construction of the Southwest Escambia County Sports Complex, PD 10-11.029, to Panhandle Grading & Paving, Inc., in the amount of \$8,823,584.13.

[Funding: Fund 352, LOST III, Cost Center 350235, Object Code 56301, Project #11PR1172, \$5,636,583. Fund 351, LOST I, Cost Center 350233, Object Code 56301, Project # 08PR0102, \$3,187,001.13]

**BACKGROUND:**

Southwest Escambia County Sports Complex, PD 10-11.029 was publicly noticed on Tuesday, February 22, 2010. 31 providers known to be able to meet the requirements of the solicitation were notified and 10 responses were received on Wednesday, March 30, 2011.

**BUDGETARY IMPACT:**

[Funding: Fund 352, LOST III, Cost Center 350235, Object Code 56301, Project #11PR1172, \$5,636,583. Fund 351, LOST I, Cost Center 350233, Object Code 56301, Project #08PR0102, \$3,187,001.13]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract (Form A / Architect & Engineer Designed Projects), prepared by Legal, will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Bid Tabulation

**PUBLIC NOTICE OF RECOMMENDED AWARD**

**DESCRIPTION: Southwest Escambia County Sports Complex**

**BID #10-11.029**

<b>BID TABULATION</b>	<b>DESCRIPTION: Southwest Escambia County Sports Complex</b>											
Bid Opening Time: 2:00 pm CDT Bid Opening Date: 03/30/2011 Bid Opening Location: Rm 11.407												
<b>NAME OF BIDDER</b>	Solicitation, Offer & Bid Form	Bid Surety	Letter From Insurance Carrier	Letter From a Surety Co.	License, Certification or Registration	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	Cert. of Authority to do Business in the State of Florida	Written Opinion of Attorney at Law for a foreign state	Ack. of Add. (1-7)	Bid
Sharpe, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$9,912,792.21
Hewes and Company, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$10,798,410.71
A. E. New, Jr., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$14,951,635.94
Anderson Columbia, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$10,826,566.19
J. B. Coxwell Contracting, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$13,901,195.07
Panhandle Grading & Paving, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$8,823,584.13
Roads, Inc. of NWF	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$9,605,192.73
Duininck, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	\$9,584,588.72
QGS Site Development	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$10,081,196.97
The Green-Simmons Company, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$9,760,453.13
<b>BIDS OPENED BY:</b>	Paul Nobles, CPPPO, CPPB, FCPPM, FCN, FCCM DATE: 03/30/2011											
<b>BIDS TABULATED BY:</b>	Angie Holbrook DATE: 03/30/2011											
<b>BIDS WITNESSED BY:</b>	Angie Holbrook DATE: 03/30/2011											

**CAR DATE 04/21/2011 BOCC DATE 04/21/2011**

The Purchasing Chief/Designee recommends to the BCC: To award a Unit Price contract to Panhandle Grading & Paving, Inc. for the above referenced project in a total amount of \$8,823,584.13. 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.

Notes:

  
PRN/abh



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

**AI-524**

**County Administrator's Report Item #: 12. 12.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 1505 West Avery Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 1505 West Avery Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Beulah's Pre-K and Learning Center, Inc., owner of commercial property located at 1505 West Avery Street, Pensacola, Florida, in the Englewood Redevelopment Area, in the amount of \$2,350, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, 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 installation of sanitary sewer connection; and

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

**BACKGROUND:**

On April 21, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Beulah's Pre-K and Learning Center, Inc. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Englewood TIF, Fund 151, Cost Center 220520, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Grant & Lien Agreements\_Photo



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Beulah's Pre-K and Learning Center, Inc., (the "Recipient"), owner of commercial property located at 1505 West Avery Street, Pensacola, Florida, 32501.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$2,350**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,350**, which shall be comprised of a cash contribution of **\$2,350**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **April 2011**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **July 2011**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

**County:**

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

**Recipient:**

Ms. Beulah Black  
Beulah's Pre-K & Learning Center, Inc.  
1505 West Avery Street  
Pensacola, FL 32501

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: *Kristin Auel*  
Title: 3/3/11  
Date: ACH

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

BCC Approved: \_\_\_\_\_

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

(SEAL)

For Recipient: **Beulah's Pre-K and Learning  
Center, Inc.**

*Beulah Black*  
**Beulah Black, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March 2011 by Beulah Black, Property Owner. He/She () is personally known to me or () has produced FL Lic. B420... 599. 0 as identification.

(Notary Seal)



*Clara F. Long*  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Beulah's Pre-K and Learning Center, Inc.**  
Property Address: **1505 West Avery Street, Pensacola, FL 32501**

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

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Bureau  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Beulah's Pre-K and Learning Center, Inc.</u></b>	<b><u>1505 West Avery Street Pensacola, Florida 32501</u></b>	<b><u>30-2S-30-1001-007-044</u></b>

**Total Amount of Lien** **\$2,350**

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

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: **Beulah's Pre-K and Learning Center, Inc.**  
Beulah Black  
Beulah Black, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2011 by Beulah Black, Property Owner. He/She () is personally known to me or () has produced FL LIC B420....599.0 as identification.

(Notary Seal)



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

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

BCC Approved: \_\_\_\_\_

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

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

This document approved as to form and legal sufficiency.

By: Austin Huel  
Title: ACA  
Date: 3/3/11

This instrument prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305, Pensacola, FL 32502

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Sanitary sewer connection – 1505 W. Avery Street, Beulah's Pre-K



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

**AI-546** County Administrator's Report Item #: 12. 13.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade Grant Program 11 Cancellations of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

A. Approving the following 11 Commercial Facade, Landscape, and Infrastructure Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Tzy-Yn Hua	805 North Navy Boulevard	\$10,000
Pete Moore Chevrolet, Inc.	106 New Warrington Road	\$10,000
Caribbean Landscaping of NWFL, Inc.	3704 West Navy Boulevard	\$10,000
Goldstein Enterprises, LLC	5 Clarinda Lane	\$10,000
Marcus Rimmer	4800 North "W" Street	\$4,960
Smitty's Pool Hall, Inc.	2400 North "L" Street	\$887.50
Renaissance Man, Inc.	2203 North Pace Boulevard	\$2,558.97
Lakeview Center, Inc.	2001 North "E" Street	\$10,000
Tippy's Tavern, Inc.	3970 Barrancas Avenue	\$10,000
Kerr Treehouse Day Care and Learning Center, Inc.	3912 Barrancas Avenue	\$10,000
Deborah Dunlap	3670 Barrancas Avenue	\$10,000; and

B. Authorizing the Chairman to execute the Cancellation of Liens.

**BACKGROUND:**

On April 21, 2011, a CRA meeting was convened to consider approval of the 11 Cancellation of Liens. The above referenced property owners have satisfied the one-year compliance with the Grant program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved 11 Cancellation of Liens as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board ratification approving the Commercial Facade Grant Program Cancellation of Liens.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

---

**Attachments**

11 Cancellation of Liens

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$10,000, executed by Tzy-Yn Hua, and recorded in Official Record Book 6593 at pages 1479-1480, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Kevin W. White

Title: HCA

Date: 3/16/11

Escambia County  
Clerk's Original  
3/18/2010 CAR11-9

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2010031951 05/20/2010 at 11:03 AM  
OFF REC BK: 6583 PG: 1479 - 1480 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Tzy-Yn Hua</u></b>	<b><u>805 North Navy Boulevard Pensacola, Florida 32507</u></b>	<b><u>52-2S-30-2000-001-005</u></b>

**Total Amount of Lien** **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 3/18/10  
Verified By: A. Ward

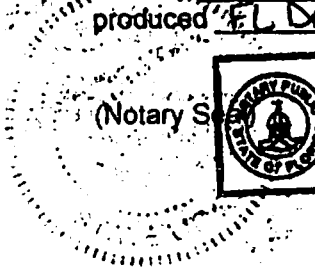
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Tzy-Yn Hua, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2010 by Tzy-Yn Hua, Property Owner. He/She  is personally known to me or  has produced FL Drivers License as identification.



CLARA F. LONG  
Notary Public-State of FL  
Comm. Exp. June 4, 2010  
Comm. No. DD 559739

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: 407  
Date: 2/11/10

For: Escambia County  
Community Redevelopment Agency

By: [Signature]  
Grover C. Robinson, IV, Chairman

BCC Approved: 03-18-2010

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
By: [Signature]  
Deputy Clerk

Date Executed  
3/18/2010

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502  
H:\WESD\CRA\GRANTS\Grant Agreements\2010\TzyYn Hua\_Hardees\_805 Navy Blvd\_031810.doc

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Pete Moore Chevrolet, Inc.**, and recorded in Official Record Book **6559** at pages **284-285**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Justin Wald  
Title: ACH  
Date: 3/16/11



Escambia County  
Clerk's Original

1/21/2010-CAR11-15

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Pete Moore Chevrolet, Inc.</u></b>	<b><u>106 New Warrington Road Pensacola, Florida 32506</u></b>	<b><u>37-2S-30-3000-001-001</u></b>

**Total Amount of Lien** **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

**Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2010008955 02/10/2010 at 03:07 PM  
OFF REC BK: 6569 PG: 284 - 285 Doc Type: L  
RECORDING: \$18.50**

Date: 1/22/2010 Verified By: K. W. Ward

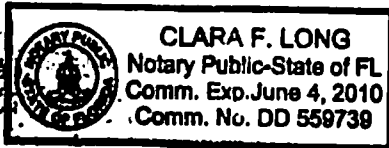
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Pete Moore Chevrolet, Inc.

[Signature]  
Peter R. Moore, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2009 by Peter R. Moore, President of Pete Moore Chevrolet, Inc. (He/She ) is personally known to me or () has produced P. Dennis Vance as identification.



Clara F. Long  
Signature of Notary Public

Clara F. Long  
Printed Name of Notary Public

For: **Escambia County  
Community Redevelopment Agency**

By: [Signature]  
Grover C. Robinson, IV, Chairman

BCC Approved: 01-21-2010

Date Executed

1/21/10

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



This document approved as to form and legal sufficiency

By: [Signature]

Title: [Signature]

Date: 12/9/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501

H:\NESD\CRA\GRANTS\Grant Agreements\2010\Pete Moore\_106 Now Warr\_012010.doc

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Caribbean Landscaping of NWFL, Inc.**, and recorded in Official Record Book **6562** at pages **882-883**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Justin Duval  
Title: CLC  
Date: 3/16/11

Escambia County  
Clerk's Original  
1/21/2010 CAR 11-13

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<u>Caribbean Landscaping of NWFL, Inc.</u>	<u>3704 West Navy Boulevard Pensacola, Florida 32507</u>	<u>38-2S-30-1000-002-002</u>

**Total Amount of Lien** **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

**Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2010011377 02/23/2010 at 03:09 PM  
OFF REC BK: 6562 PG: 882 - 883 Doc Type: L  
RECORDING: \$18.50**

Verified By: *H. W. W. W.*  
Date: *1/22/10*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

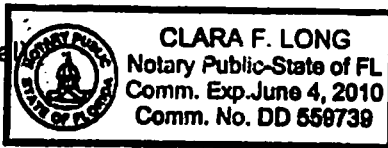
For Recipient: Caribbean Landscaping of  
NWFL, Inc.

Steven J. Ackerman  
Steven J. Ackerman, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2009 by Steven J. Ackerman, President of Caribbean Landscaping of NWFL, Inc. He/She  is personally known to me or  has produced FL Lic A265... 130.0 as identification.

(Notary Seal)



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

For: Escambia County  
Community Redevelopment Agency

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

BCC Approved: 01-21-2010

Date Executed

1/21/2010

ATTEST:

ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: Doris Harris  
Deputy Clerk

This document approved as to form and legal sufficiency

By: Kristin Harris  
Title: ALA  
Date: 12/2/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Goldstein Enterprises, LLC**, and recorded in Official Record Book **6575** at pages **377-378**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Justin Head  
Title: HCF  
Date: 3/16/11

Escambia County  
Clerk's Original  
3/18/2010 CAR11-7

Emis Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2010020197 03/31/2010 at 02:28 PM  
OFF REC BK: 6575 PG: 377 - 378 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Goldstein Enterprises, LLC</u></b>	<b><u>5 Clarinda Lane Pensacola, Florida 32505</u></b>	<b><u>08-2S-30-4004-000-001</u></b>

**Total Amount of Lien \$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *d. Wavel*  
Date: 3/19/10

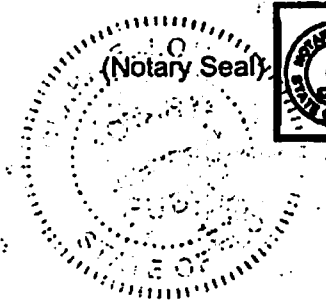


I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Goldstein Enterprises, LLC  
[Signature]  
Gerald Goldstein, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2010 by Gerald Goldstein, President of Goldstein Enterprises, LLC. He/She () is personally known to me or () has produced FL Drivers License as identification.



**CLARA F. LONG**  
Notary Public-State of FL  
Comm. Exp. June 4, 2010  
Comm. No. DD 559739

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

For: **Escambia County  
Community Redevelopment Agency**

By: [Signature]  
Grover C. Robinson, IV, Chairman

BCC Approved: 03-18-2010

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

Date Executed

3/18/10

This document approved as to form and legal sufficiency.

By: [Signature]

Title: 2/CA

Date: 2/5/10

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502  
H:\NESD\CRA\GRANTS\Grant Agreements\2010\Goldstein\_5 Clarinda\_031810.doc

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$4,960**, executed by **Marcus Rimmer**, and recorded in Official Record Book **6407** at pages **970-971**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Christina

Title: HCA

Date: 3/16/11

Escambia County  
Clerk's Original  
12-11-08 CAR T-27

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2008092814 12/18/2008 at 04:26 PM  
OFF REC BK: 6407 PG: 970 - 971 Doc Type: L  
RECORDING: \$18.50

Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhood and Environmental Services  
Department/Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Marcus Rimmer</u>	<u>4800 North "W" Street</u> <u>Pensacola, Florida 32505</u>	<u>46-1S-30-2001-006-048</u>

Total Amount of Lien \$4,960

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 12/16/2008 Verified By: C Mitchell

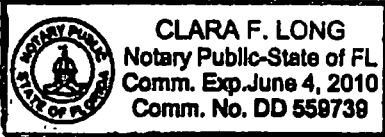
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Mahm  
\_\_\_\_\_  
Marcus Rimmer, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2008 by Marcus Rimmer, owner of property. He ( ) is personally known to me or (  ) has produced FLR560-41030 as identification.

(Notary Seal)  CLARA F. LONG  
Notary Public-State of FL  
Comm. Exp. June 4, 2010  
Comm. No. DD 559739

Clara Long  
\_\_\_\_\_  
Signature of Notary Public  
Clara F Long  
\_\_\_\_\_  
Printed Name of Notary Public

For: Escambia County  
Community Redevelopment Agency

By: Marie Young  
\_\_\_\_\_  
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



Ernie Lee Magaha  
\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency

By: Kristin Abel  
\_\_\_\_\_  
Title: Assistant County Attorney  
Date: 10/23/08

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
1190 W. Leonard Street, Pensacola, FL 32501  
H:\NED\CRA\GRANTS\Grant Agreements\Rimmer\_Creative Instinct Signs\_Facade 121108.doc

12-11-2008

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$887.50**, executed by **Smitty's Pool Hall, Inc.**, and recorded in Official Record Book **6541** at pages **1482-1483**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: *[Signature]*  
Title: HCA  
Date: 3/16/11

Escambia County  
Clerk's Original  
12/10/2009 CAR 11-25

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods/Community Services Bureau  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Smitty's Pool Hall, Inc.</u></b>	<b><u>2400 North "L" Street Pensacola, Florida 32501</u></b>	<b><u>17-2S-30-1500-017-004</u></b>

**Total Amount of Lien \$887.50**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *K. Ward*

Date: 12/11/09

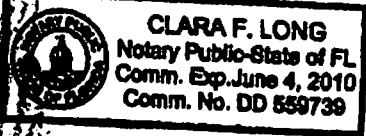
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Smitty's Pool Hall, Inc.

Henry J. Smith  
Henry J. Smith, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2009 by Hurey J. Smith, President of Smitty's Pool Hall, Inc. He  is personally known to me or  has produced FL Lic. 5520 ..... 046.0 as identification.



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

Approved 12-10-09

For: **Escambia County  
Community Redevelopment Agency**

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman  
Date Executed



**ERNIE LEE MAGAHA**  
Clerk of the Circuit Court  
Ernie Lee Magaha  
Deputy Clerk

12/10/2009  
This document approved as to form and legal sufficiency  
By: [Signature]  
Title: ACA  
Date: 11/2/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods/Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501  
H:\NESCRA\GRANTS\Grant Agreements\2009\Smitty's \_Facade122009.docx



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2558.97**, executed by **Renaissance Man, Inc.**, and recorded in Official Record Book **6539** at pages **885-886**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Justin Neal  
Title: Atty  
Date: 3/16/11

Escambia County  
Clerk's Original

11/19/2009 CAR 11-19

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2009084702 12/10/2009 at 02:57 PM  
OFF REC BK: 6539 PG: 885 - 886 Doc Type: L  
RECORDING: \$18.50

Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods/Community Services Bureau  
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Renaissance Man, Inc.</u>	<u>2203 North Pace Boulevard Pensacola, Florida 32505</u>	<u>17-2S-30-1500-011-017</u>

Total Amount of Lien \$2,558.97

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *K. Ward*  
Date: 11/23/09

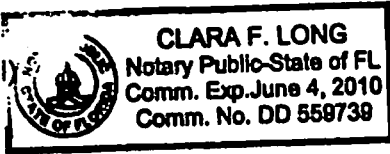
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Renaissance Man, Inc.

Kevin Marchetti  
Kevin Marchetti, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of October, 2009 by Kevin Marchetti, Property Owner. He/She () is personally known to me or () has produced License as identification.

(Notary Seal)  CLARA F. LONG  
Notary Public - State of FL  
Comm. Exp. June 4, 2010  
Comm. No. DD 559739

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

For: Escambia County  
Community Redevelopment Agency

Date Executed

11/19/2009

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



Ernie Lee Magaha  
Deputy Clerk

This document approved as to form and legal sufficiency

By: Mustafa Hual

Title: HCA

Date: 11/16/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods/Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501  
H:\WESDI\CRA\GRANTS\Grant Agreements\2009\Renaissance\_Facade 112009.doc

BBC Approved 11-19-2009

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Lakeview Center, Inc.**, and recorded in Official Record Book **6588** at pages **638-639**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Kristin Deal  
Title: HCA  
Date: 3/16/11

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<u>Lakeview Center, Inc.</u>	<u>2001 North "E" Street Pensacola, Florida 32501</u>	<u>18-2S-30-6000-004-018</u>

**Total Amount of Lien** **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2010028404 05/05/2010 at 02:18 PM  
OFF REC BK: 6588 PG: 638 - 639 Doc Type: L  
RECORDING: \$18.50

Verified By: *K. W. Wansel*

Date: 12/14/2009

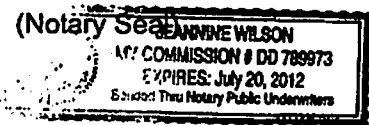
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Lakeview Center, Inc.

Mary Allison Hill  
Mary Allison Hill, Chief Financial Officer

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6 day of November 2009 by Mary Allison Hill, Chief Financial Officer of Lakeview Center, Inc. He/She () is personally known to me or () has produced \_\_\_\_\_ as identification.

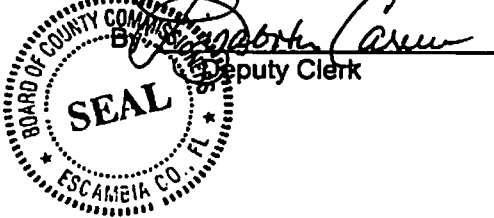


Jeannine Wilson  
Signature of Notary Public  
JEANNINE WILSON  
Printed Name of Notary Public

For: Escambia County  
Community Redevelopment Agency

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman  
Date Executed

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



12/10/2009  
This document approved as to form and legal sufficiency  
By: [Signature]  
Title: ADA  
Date: 11/2/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501  
H:\WESD\CRA\GRANTS\Grant Agreements\2009\Lakeview Center\_2001 E SI\_122009.doc

BBC Approved 12-10-2009

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Tippy's Tavern, Inc.**, and recorded in Official Record Book **6509** at pages **1915-1916**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Christina Neal  
Title: ACH  
Date: 3/16/11



Escambia County  
Clerk's Original  
8/26/2009 / CAR II B

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program**  
Administered By: Escambia County Neighborhoods/Community Services Bureau  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<u>Tippy's Tavern, Inc.</u>	<u>3970 Barrancas Avenue</u> <u>Pensacola, Florida 32507</u>	<u>50-2S-30-5000-140-015</u>

**Total Amount of Lien** **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2009065467 09/23/2009 at 10:18 AM  
OFF REC BK: 6509 PG: 1915 - 1916 Doc Type: L  
RECORDING: \$18.50

Date: 8/21/2009  
Verified By: CM. Idrell

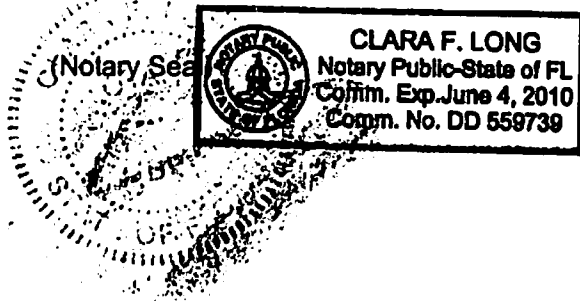
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Tippy's Tavern, Inc.

M. David Larkins  
M. David Larkins, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2009 by M. David Larkins, President of Tippy's Tavern, Inc.  She  is personally known to me or  has produced Florida License as identification.



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

For: Escambia County  
Community Redevelopment Agency

By: Marie Young  
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: Debris Harris  
Deputy Clerk

This document approved as to form and legal sufficiency

By: [Signature]

Title: [Signature]

Date: 7/10/09

BCC APPROVED 08-20-2009

Date Executed

8/20/2009

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods/Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501

H:\WESDI\CRA\GRANTS\Grant Agreements\2009\Tippy Tav \_Facade 082009.docx

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Kerr Treehouse Day Care and Learning Center, Inc.**, and recorded in Official Record Book **6575** at pages **379-380**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Ernie Lee Magaha  
Title: HCA  
Date: 3/16/11

Escambia County  
Clerk's Original

1/21/2010 CAR II-14

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2010020188 03/31/2010 at 02:28 PM  
OFF REC BK: 6575 PG: 378 - 380 Doc Type: L  
RECORDING: \$18.50

Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau  
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Kerr Treehouse Day Care and Learning Center, Inc.</u>	<u>3912 Barrancas Avenue Pensacola, Florida 32507</u>	<u>50-2S-30-5000-040-001</u>

Total Amount of Lien \$10,000

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *D. Harris*  
Date: 1/25/2010

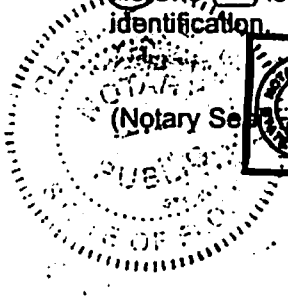
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: **Kerr Treehouse Day Care and Learning Center, Inc.**

Eugene S. Kerr, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December 2009 by Eugene S. Kerr, President of Kerr Treehouse Day Care and Learning Center, Inc.  He  She  is personally known to me or  has produced PLU K 600... 267.0 as identification.



**CLARA F. LONG**  
Notary Public-State of FL  
Comm. Exp. June 4, 2010  
Comm. No. DD 559739

Clara F. Long  
Signature of Notary Public

Clara F. Long  
Printed Name of Notary Public

For: **Escambia County  
Community Redevelopment Agency**

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

Date Executed

1/21/2010

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

Ernie Lee Magaha  
Deputy Clerk



This document approved as to form and legal sufficiency

By: Ernie Lee Magaha

Title: CLERK

Date: 12/9/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501

H:\NESD\CRA\GRANTS\Grant Agreements\2010\Kerr Treehouse\_3912 Barr\_012010.doc

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Deborah Dunlap**, and recorded in Official Record Book **6492** at pages **642-643**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 3/16/11

Escambia County  
Clerk's Original  
6/19/2009 / CAR II-11(B)

Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods/Community Services Bureau  
Community Redevelopment Agency

Ernie Lee Magaña  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INSTR: 2009053381 08/05/2009 at 02:24 PM  
OFF REC BK: 6492 PG: 642 - 643 Doc Type: L  
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Deborah Dunlap</u>	<u>3670 Barrancas Avenue</u> <u>Pensacola, Florida 32507</u>	<u>50-2S-30-5010-005-016</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: C. Mitchell

Date: 6/19/2009



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Deborah Dunlap  
Deborah Dunlap, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2009 by Deborah Dunlap, Property Owner. He/She () is personally known to me or () has produced FL Driver License as identification.



Clara J Long  
Signature of Notary Public  
**CLARA E LONG**  
Notary Public  
Comm. Exp. June 4, 2010  
Comm. No. DD 559739

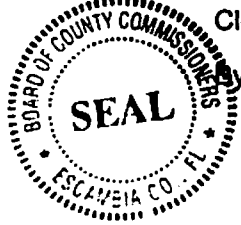
Date Executed

6/19/2009

For: Escambia County  
Community Redevelopment Agency

By: Marie Young  
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



Deborah Crew  
Deputy Clerk

This document approved as to form and legal sufficiency

By: Notary Public  
Title: Notary Public  
Date: 5/13/09

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods/Community Services Bureau  
Community Redevelopment Agency  
1190 West Leonard Street, Pensacola, FL 32501  
H:\NESD\CRA\GRANTS\Grant Agreements\2009\Dunlap\_Facade 061809.doc

REC-2009-06-18-2009



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

AI-563

County Administrator's Report Item #: 12. 14.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Change Order to Purchase Order #291405-8 to Cameron-Cole, LLC, for 603 West Romana Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order relating to the interim source removal of contaminated soil at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$108,958.76
Vendor:	Cameron-Cole, LLC
Project Name:	603 West Romana Street/Former Escambia County Mosquito Control Facility
Contract:	PD 06-07.038
PO No.:	291405
CO No.:	8
Original Award Amount:	\$ 59,218.82

Cumulative Amount of Change Orders through CO #8	<u>\$277,985.27</u>
New Contract Total:	<u>\$337,204.09</u>

[Funding Source: 2010 Community Development Block Grant (CDBG), Fund 129, Cost Centers 220435, Object Code 53101]

**BACKGROUND:**

On September 15, 2005, the City of Pensacola adopted a resolution designating 603 West Romana Street a Brownfield Area. The area is the Former Escambia County Mosquito and Rodent Control Facility. An initial environmental assessment in 1985 found pesticides, trace metals and petroleum contamination. In December 2007, Escambia County entered into a Brownfield Site Rehabilitation Agreement (BSRA) with the Florida Department of Environmental Protection (FDEP). The Environmental Assessment phase of the project has now been completed. The County must now execute the cleanup process as directed in the BSRA. Cameron Cole LLC completed the Remedial Action Plan as directed by the BSRA and submitted it to the FDEP. Cameron Cole is currently designing the Bio-Remediation Air Sparging system for installation. When installed the biosparge system will run for an estimated five years in order to complete the mandated remediation. Following is the estimated time line through 2012:

- Source Removal 6/2011
- Bio-Sparge System Install & Set Up 8/2011
- Baseline Sampling & Start Up 9/2011
- Phase I Insitu Bio Reactor Install 12/2011
- Phase II Insitu Bio Reactor Install 3/2012
- 12 Month O&M 8/2012

Total estimated cost through September 2012 is \$422,384. By the nature of contamination remediation projects such as this, and to insure strict adherence to the execution of the BSRA, it is essential to retain the most qualified and project knowledgeable consulting firms. Cameron Cole has intimate working knowledge of the intricacies of the contamination on site and working relationship with the FDEP need to complete this project.

**BUDGETARY IMPACT:**

Funds for this project will be provided through the Neighborhood Enterprise Foundation, Inc., 2010 CDBG, Fund 129, Cost Centers 220435, Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

There is no legal consideration necessary.

**PERSONNEL:**

There are no additional personnel impacts at this time.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board's policy and procedure for Purchasing.

**IMPLEMENTATION/COORDINATION:**

Community Redevelopment Agency will handle all implementation tasks.

---

**Attachments**

Scope of Work



March 16, 2011

Mr. Glenn Griffith  
Escambia County Community Redevelopment Agency  
Community & Neighborhood Services Bureau  
221 South Palafox Street, Suite 305  
Pensacola, Florida 32502

**RE: Interim Source Removal  
Former Escambia County Mosquito Control  
603 West Romana Street  
Pensacola, Florida  
Brownfield Site ID No. 170502001**

Dear Mr. Griffith:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following proposed scope of services and cost estimate to conduct Source Removal activities at the above referenced facility. Limited soil source removal was specified as a component of the Remedial Action Plan (RAP) prepared for the site. The RAP is currently being reviewed by the Florida Department of Environmental Protection (FDEP); however, approval of the RAP is not required prior to implementing the Source Removal as an interim remedial action. To obtain maximum benefit, the Source Removal should be conducted during a period of low water table conditions. It is therefore anticipated the source removal activities will be conducted in May or early June 2011 and will be followed by the installation of the remediation system upon receipt of the RAP approval from the FDEP. Additional details regarding the proposed source removal activities are presented below.

### **Pre-Disposal Soil Sampling and Waste Characterization**

The recent regulatory determination provided by the FDEP indicates the contaminated media generated cannot be considered a listed waste. Therefore, pre-disposal soil sampling will be conducted to confirm the material to be excavated does not exhibit a hazardous characteristic. Based upon the results of Toxicity Characteristic Leaching Procedure (TCLP) analysis conducted in November, it is anticipated the soil will ultimately be determined suitable for disposal at either the Perdido Landfill or Allied Waste's Timberlands landfill located in Brewton, Alabama. Given the anticipated volume of soil to be excavated, collection and analysis of an additional three pre-disposal soil samples from within the area of excavation is proposed. The pre-disposal soil samples will be collected with hand auger equipment and will be analyzed at a state-certified laboratory for the complete list of TCLP constituents including reactivity, corrosivity, and ignitability. Upon receipt of the laboratory analysis, Cameron-Cole will coordinate with the disposal facility to complete the necessary paperwork and obtain the required approvals from the selected disposal facility.

**creating sustainable success**

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

[www.cameron-cole.com](http://www.cameron-cole.com)

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### Interim Source Removal

Upon acceptance of the material for disposal at an approved disposal facility, Cameron-Cole personnel will initiate the source removal activities. The remaining concrete slabs and foundations at the site will be removed and properly disposed. An estimated 664 tons of contaminated soil will be excavated and transported off-site to the selected disposal facility. Competitive quotes were solicited from qualified subcontractors to conduct the concrete and soil source removal activities. Leon Environmental, LLC was the lowest responsive bidder and is the recommended subcontractor for this project. Confirmation soil samples will be collected from the side walls of the excavation for laboratory analysis of benzene, toluene, ethyl benzene, total xylenes, and methyl tert-butyl ether (BTEX+MTBE), polycyclic aromatic hydrocarbons (PAHs) and total recoverable petroleum hydrocarbons (TRPH). In accordance with the RAP prepared for the facility, following completion of the soil source removal, 475 pounds of Oxygen Release Compound Advanced (ORC Advanced<sup>®</sup>) will be placed in the bottom of the excavation prior to back-filling. The area of excavation will then be back-filled with clean sandy fill material. The area of excavation will also be re-seeded to mitigate the potential for erosion.


### Project Management, Reporting & Off-Site Noticing

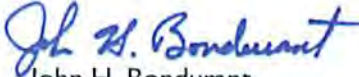
Upon completion of the work, Cameron-Cole will prepare an Interim Source Removal Report documenting the activities performed. The report will include figures illustrating the area of excavation, copies of all disposal manifests, and the results of the laboratory analyses. In addition, Cameron-Cole will coordinate with Escambia County personnel to complete the notifications to neighboring property owners required by the FDEP prior to RAP approval. This notification will include both the constructive and actual notification(s) to affected property owners and tenants, as applicable.

The above scope of services is based upon Cameron-Cole's best understanding of the work to be performed. The estimated disposal costs assume the material will be determined suitable for disposal as a non-hazardous waste at either the Perdido landfill or the Timberlands landfill. Contingent costs and tasks outside our standard courtesy responses such as additional meetings with clients, attorneys, insurance companies, etc.; lengthy follow-up discussions; major revisions to reports; or confirmation letters to outside parties will be billed on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule. Subcontract items will be billed at cost plus 10%.

Cameron-Cole will perform the work in accordance with the terms and conditions specified in Master Services Agreement PD 07-08.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services for the Escambia County Brownfields Program, executed April 9, 2008 and the attached rate schedule. We are prepared to initiate the work upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact our office at (850) 434-1011.

Sincerely,

  
David L. Cochran, P.E.  
Senior Engineer

  
John H. Bondurant  
Managing Partner

Attachment





**Cameron-Cole**

**Project Budget  
Former Escambia County Mosquito Control  
Interim Source Removal**

Pre-Disposal Sampling, Analysis, and Waste Profile

Collect three soil samples from within the area of proposed excavation; analyze soil samples for the full suite of TCLP parameters; coordinate with Client and disposal facility selected by Escambia County to complete Waste Profile and any associated paperwork necessary to obtain approval for disposal of soil.

Professional Services.....	\$ 2,080.00
Laboratory Analysis.....	\$ 2,805.00
Equipment Rentals.....	\$ 90.00

Interim Soil Source Removal

Notify Client and regulatory agency of field schedule; clear utilities; discuss/confirm project approach with Project Manager and Professional Engineer; schedule and coordinate with construction subcontractor; collect confirmation soil samples; supervise concrete removal, soil excavation and back-filling activities

Professional Services.....	\$ 6,920.00
Construction Subcontractor.....	\$ 83,519.70
Laboratory Analysis.....	\$ 1,551.00
Equipment Rentals.....	\$ 600.00

Project Management, Reporting and Off-Site Noticing

Coordinate with Client and the FDEP to complete required noticing; prepare and submit Interim Soil Source Removal Report.

Professional Services.....	\$ 7,972.00
Subcontractor.....	\$ 247.50

Subtotal..... \$105,785.20

Indirects @ 3%..... \$ 3,173.56

**Total Estimated Cost..... \$108,958.76**

**creating sustainable success**

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

[www.cameron-cole.com](http://www.cameron-cole.com)

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

**AI-538**

**County Administrator's Report Item #: 12. 15.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Façade Grant Funding and Lien Agreements for 3107 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Façade Grant Funding and Lien Agreements for the property located at 3107 Mobile Highway:

A. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kim Rice, owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$9,631, 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 a chain link fence and a privacy wood fence; and

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

**BACKGROUND:**

On April 21, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and Kim Rice. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, and Object Code 58301 and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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



**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Funding & Lien Agreements\_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kim Rice, (the "Recipient"), owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$9,631**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$9,631**, which shall be comprised of a cash contribution of **\$9,631**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **April 2011**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **July 2011**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

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

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

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

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

**County:**

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

**Recipient:**

Kim Rice  
Brownsville Thrift Store  
2616 Green Bay Avenue  
Pensacola, FL 32526

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: HOA  
Date: 3/3/11

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

BCC Approved: \_\_\_\_\_

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

(SEAL)

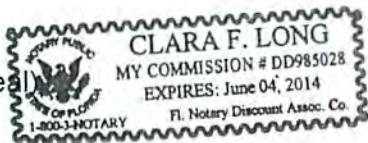
**For Recipient:**

[Signature: Kim Rice]  
**Kim Rice, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March 2011 by Kim Rice, Property Owner. He/She () is personally known to me or () has produced \_\_\_\_\_ as identification.

(Notary Seal)



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

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Kim Rice**  
Property Address: **3107 Mobile Highway, Pensacola, FL 32505**

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

**Install a chain link fence and a privacy wood fence.**

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhoods and Community Services Bureau Community  
Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Kim Rice</u></b>	<b><u>3107 Mobile Highway Pensacola, Florida 32505</u></b>	<b><u>33-2S-30-4000-060-245</u></b>

**Total Amount of Lien** **\$9,631**

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

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kim Rice  
Kim Rice, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2011 by Kim Rice, Property Owner. He/She () is personally known to me or () has produced \_\_\_\_\_ as identification.

(Notary Seal)



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

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

BCC Approved: \_\_\_\_\_

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

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

This document approved as to form and legal sufficiency.

By: Kristin Howard  
Title: ACH  
Date: 3/3/11

This instrument prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305, Pensacola, FL 32502  
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant Agreements\2011\Kim Rice\_\_3107 Mobile Hwy\_022011.doc

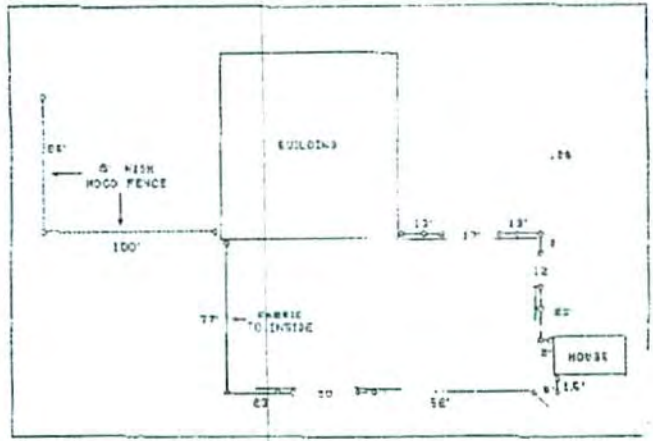


**Install a chain link fence and a privacy wood fence**

JOB SKETCH

BROWNSVILLE THRIFT SHOP  
 ATTN: KIM RICE  
 3107 MOBILE HWY  
 Pensacola, FL 32505

6' HIGH CHAIN LINK FENCE AND  
 6' HIGH TREATED PINE WOOD FENCE  
 T0113111.JS2





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

**AI-529**

**County Administrator's Report Item #: 12. 16.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Sign Grant Funding for 847 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 847 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$1,606, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, 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: replace the free-standing sign; and

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

**BACKGROUND:**

On April 21, 2011, a CRA meeting was convened to consider approval of the Sign Grant Program Funding Agreement between the Escambia County CRA and Tzy-Yn Hua. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Funding Agreement\_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2011, by and between the Escambia County, a political subdivision of the State of Florida, acting in its capacity as the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Tzy-Yn Hua, (the "Recipient"), owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, 32507.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Sign Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,606**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,606**, which shall be comprised of a cash contribution of **\$1,606**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **April 2011**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **July 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

**County:**

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

**Recipient:**

Tzy-Yn Hua  
c/o Woodshed Grill and Brew Pub  
1070 Palisades Road  
Pensacola, FL 32504

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

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

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

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

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

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



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

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

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

This document approved as to form and legal sufficiency.  
By: [Signature]  
Title: ACA  
Date: 3/3/11

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

BCC Approved: \_\_\_\_\_

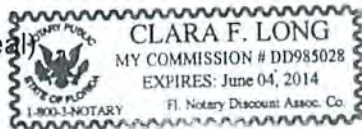
By: \_\_\_\_\_  
Deputy Clerk  
  
(SEAL)

~~For Recipient:~~  
[Signature]  
\_\_\_\_\_  
**Tzy-Yn Hua, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March 2011 by Tzy-Yn Hua, owner of the property. He/She () is personally known to me or () has produced FLIC H000...872.0 as identification.

(Notary Seal)



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

**EXHIBIT I**

**SIGN GRANT PROJECT**

**Property Owner: Tzy-Yn Hua**  
**Property Address: 847 North Navy Boulevard, Pensacola, FL 32507**

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

**Replace the free standing sign.**

This instrument prepared by:  
Clara Long, Redeveloper II  
Community and Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305, Pensacola, FL 32502  
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant Agreements\2011\Woodshed Grill\_SIGN\_847 Navy Blvd\_0411.doc





**DATE 1-26-11      GRAPHIC DESIGNER JPM**

This drawing is an original. It must not be copied, altered or transferred by any method and remains the sole property of George Markham & son Signs.

**DUE TO LIMITATIONS OF THE PAPER AND INK PRINTING PROCESS, THIS ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL OR PAINT**

**George MARKHAM & SONS**

**433-3032** OVER 200 YEARS OF KNOW HOW **438-4529**  
1401 BARRANCA'S AVE. AT "G"; PENSACOLA FL 32501

APPROVAL SIGNATURE \_\_\_\_\_

APPROVAL DATE \_\_\_\_\_



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

AI-527

County Administrator's Report Item #: 12. 17.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Façade Grant Funding and Lien Agreements for 3904 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the Commercial Façade Grant Funding and Lien Agreements for the property located at 3904 West Navy Boulevard:

A. Approving the Commercial Façade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Drake Enterprises, LLC, owner of commercial property located at 3904 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for parking lot improvements to include striping; and

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

**BACKGROUND:**

On April 21, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Drake Enterprise, LLC. A rendering of the project is attached.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Funding & Lien Agreements\_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Drake Enterprise, LLC, (the "Recipient"), owner of commercial property located at 3904 West Navy Boulevard, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21<sup>st</sup>** day of **April 2011**, and the Project shall be complete on or before the **21<sup>st</sup>** day of **July 2011**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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



and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

**County:**

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

**Recipient:**

Greg Drake  
Drake Enterprise, LLC  
3920 West Navy Boulevard  
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ALA

Date: 1/27/11

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

By: Kevin W. White, Chairman

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

BCC Approved: \_\_\_\_\_

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

(SEAL)

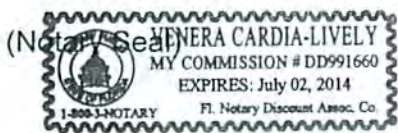
For Recipient: **Drake Enterprise, LLC**

[Signature]  
Gregory Drake, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of January 2011 by Gregory Drake, Property Owner. He/She () is personally known to me or () has produced FL DRIVER'S LICENSE as identification.

[Signature]  
Signature of Notary Public  
VENERA CARDIA-LIVELY  
Printed Name of Notary Public



**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

**Property Owner: Drake Enterprise, LLC**  
**Property Address: 3904 West Navy Boulevard, Pensacola, FL 32507**

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

**Parking lot improvements to include striping.**

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Bureau  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Drake Enterprise, LLC</u></b>	<b><u>3904 West Navy Boulevard Pensacola, Florida 32507</u></b>	<b><u>38-2S-30-1000-170-006</u></b>

**Total Amount of Lien** **\$10,000**

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

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Drake Enterprise, LLC

Gregory Drake  
Gregory Drake, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of January, 2011 by Gregory Drake, Property Owner. He/She () is personally known to me or () has produced FL DRIVERS License as identification.

Venera Cardia-Lively  
Signature of Notary Public  
VENERA CARDIA-LIVELY  
Printed Name of Notary Public



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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

BCC Approved: \_\_\_\_\_

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

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

This document approved as to form and legal sufficiency.

By: Justin Huel  
Title: ACA  
Date: 1/27/11

This instrument prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305, Pensacola, FL 32502  
H:\NESD\CRA\GRANTS\Grant Agreements\2011\Drake Ent\_\_3904 Navy Blvd\_022011.doc



Parking lot improvements to include striping





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

**AI-525**

**County Administrator's Report Item #: 12. 18.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3835 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3835 West Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and AMA Vetcare, Inc., owner of commercial property located at 3835 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, 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: paint the exterior building, install a new awning, resurface the parking lot, and improve the landscaping; and

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

**BACKGROUND:**

On April 21, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and AMA Vetcare, Inc. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**



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

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Grant & Lien Agreements, Rendering

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and AMA Vetcare, Inc., (the "Recipient"), owner of commercial property located at 3835 West Navy Boulevard, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21st** day of **April 2011**, and the Project shall be complete on or before the **21st** day of **July 2011**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

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

Recipient:

Andrew Armani  
AMA Vetcare, Inc.  
Dba Navy Boulevard Animal Hospital  
3835 West Navy Boulevard  
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ALA  
Date: 3/3/11

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

BCC Approved: \_\_\_\_\_

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

(SEAL)

For Recipient: **AMA Vetcare, Inc.**

[Signature]  
\_\_\_\_\_  
**Andrew Armani, President**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March 2011 by **Andrew Armani**, President of AMA Vetcare, Inc. (He/She ) is personally known to me or  has produced FL Lic A655 340.0 as identification.

(Notary Seal)



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

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

**Property Owner: AMA Vetcare, Inc.**  
**Property Address: 3835 West Navy Boulevard, Pensacola, FL 32507**

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

**Paint exterior building, install a new awning, resurface the parking lot, and improve the landscaping.**

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Bureau  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>AMA Vetcare, Inc.</u></b>	<b><u>3835 West Navy Boulevard Pensacola, Florida 32507</u></b>	<b><u>38-2S-30-1000-013-005</u></b>

**Total Amount of Lien** **\$10,000**

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

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

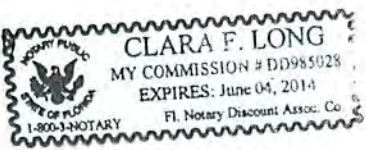
For Recipient: **AMA Vetcare, Inc.**

*Andrew Armani*  
Andrew Armani, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2011 by **Andrew Armani**, President of AMA Vetcare, Inc. He/She () is personally known to me or () has produced FLIC A655...340.0 as identification.

(Notary Seal)



*Clara F. Long*  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

BCC Approved: \_\_\_\_\_

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

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

This document approved as to form and legal sufficiency.

By: *Justin Huel*

Title: ACA

Date: 3/3/11

This instrument prepared by:  
Clara Long, Urban Planner  
Community & Environment Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305, Pensacola, FL 32502  
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NAVY BOULEVARD ANIMAL HOSPITAL

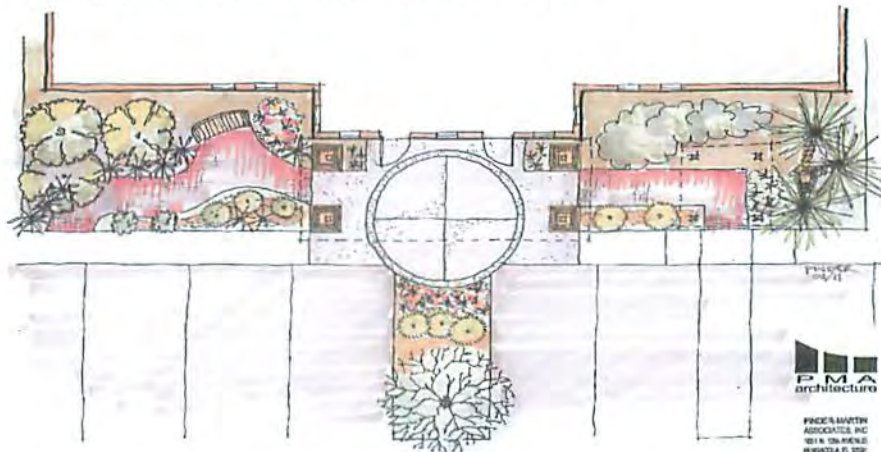


PMA  
architecture

FRANK MARTIN  
ASSOCIATES, INC.  
101 N. 10th Avenue  
POMONA, FL 32701  
850-439-0110

Paint the exterior building, install a new awning, resurface the parking lot, and improve the landscaping – 3835 W. Navy Boulevard

NAVY BOULEVARD ANIMAL HOSPITAL



PMA  
architecture

FRANK MARTIN  
ASSOCIATES, INC.  
101 N. 10th Avenue  
POMONA, FL 32701  
850-439-0110



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

**AI-652**

**County Administrator's Report Item #: 12. 19.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:** LMN

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Hot-In-Place Asphalt Project (Bid No. 2009-010) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to piggyback off the Agreement between the City of Margate and Cutler Repaving, Inc., for Hot-in-Place Asphalt Project, Bid Number 2009-010, for an amount not to exceed \$303,655, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval, and award a Contract for repaving portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street, and Bridlewood Road.

[Funding: Fund 352, Local Option Sales Tax III Fund, Cost Center 210107, Object Code 56301, Project Number 08EN0208, Resurfacing]

**BACKGROUND:**

On April 15, 2009, the City of Margate approved the award of Bid No. 2009-010 to Cutler Repaving, Inc., as per the unit pricing submitted in their bid response, section of bid prices and the terms and conditions of the bid specifications. Portions of Leonard Street, Klondike Road, Eight Mile Creek Road, Beulah Road, Cross Street, and Bridlewood Road are in need of resurfacing. Currently, we have roadway improvements slated under the Stimulus, ECUA, and other Capital Improvement Projects.

**BUDGETARY IMPACT:**

Project funding is available in Fund 352 Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 08EN0208, Resurfacing.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon completion of post-compliance requirements, a Purchase Order will be issued by the Office of Purchasing.

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**Attachments**

Cutler Price Sheet

Cutler-Margate Contract



# CUTLER Repaving Inc.

921 EAST 27TH STREET • LAWRENCE, KS 66046

PHONE: (785) 843-1524  
FAX: (785) 843-3942

March 11, 2011

## Escambia County Hot In-Place Recycling Project for

Leonard Street, Klondike Rd, 8 Mile Creek, Beulah Rd, Cross Street, Bridlewood Rd.

Item Number	Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Maintenance of Traffic	EA Day	30.00	\$1,500.00	\$45,000.00
2	Heating and Repaving Treatment	Square Yard	93,800.00	\$2.35	\$220,430.00
3	Asphalt Recycling Agent	Gallon	9,500.00	\$3.65	\$34,675.00
4	Adjust Manholes	EA	12.00	\$275.00	\$3,300.00
5	Adjust Water Valve	EA	2.00	\$125.00	\$250.00
				Total	\$303,655.00

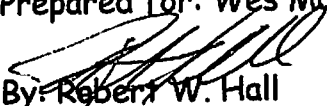
Note: 7,760 Tons of 12.5 Superpave Asphalt to be supplied by Escambia County.

Leonard Street will need 5,320 squares yards of curb line milling.

Daily production rate of 3,500 square yards per 8 hour day.

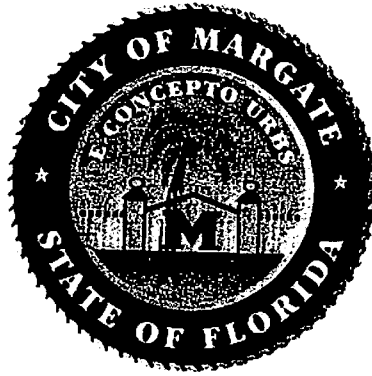
All quantities are estimated and each item will be billed by the agreed field in-place measurement.

Prepared for: Wes Moreno, James Duncan,

  
By: Robert W. Hall  
Area Manager  
Cutler repaving, Inc.



Creators of Single Pass Asphalt Recycling



## **AGREEMENT**

**Between**

**CITY OF MARGATE**

**and**

**CUTLER REPAVING, INC.**

**for**

**HOT IN PLACE ASPHALT PROJECT**

**BID NO. 2009-010**

This is an Agreement between: The CITY OF MARGATE , a municipal Corporation in the State of Florida, hereinafter referred to as "CITY" and "OWNER" AND CUTLER REPAVING, INC., its successors and assigns, hereinafter referred to as "CONTRACTOR".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:



## GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**1.1.1 Agreement** - The written agreement between CITY and CONTRACTOR covering the WORK to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

**1.1.2 Not Used**

**1.1.3 Change Order** - A document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the WORK within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**1.1.4 CITY** - The City Commission of the CITY OF MARGATE, FLORIDA with whom CONTRACTOR has entered into an Agreement and for whom the WORK is to be provided.

**1.1.5 Contract Documents** - The Contract Documents consist of the Drawings, Plans and Specifications, Non-Collusive Affidavit, Public Entity Crimes Form, Contract, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and WORK directive changes issued on or after the effective date of the Contract.

**1.1.6 Defective** - An adjective which when modifying the WORK refers to WORK that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

**1.1.7 Drawings** - The drawings which show the character and scope of the WORK to be performed and which are referred to in the Contract Documents.

**1.1.8 Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**1.1.9 ENGINEER** - N/A

**1.1.10 Field Order** - A written order issued by the ENGINEER which orders minor changes in the WORK but which does not involve a change in the Contract Price or the Contract Time.

**1.1.11 Notice to Proceed** - A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.



**1.1.12 Project** is the total construction for which the CONTRACTOR is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.

**1.1.13 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

**1.1.14 Subcontractor** - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

**1.1.15 Supplier** - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**1.1.16 WORK** - WORK is the result of performing services, specifically, including but not limited to construction, furnishing labor, soil borings, equipment and materials incorporated used or incorporated in the construction of the entire project as required by the Contract Documents.

**1.1.17 WORK Change Directive** - A written directive to CONTRACTOR issued on or after the effective date of the Agreement and signed by CITY and recommended by ENGINEER ordering an addition,, deletion or revision in the WORK. A WORK change directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a WORK Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

**1.1.18 Written Amendment** - A written amendment of the Contract Documents, signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering, or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

## **1.2 EXECUTION, CORRELATION AND INTENT**

**1.2.1** This Agreement shall be signed in not less than duplicate by the OWNER and CONTRACTOR.

**1.2.2** It is the intent of the OWNER and CONTRACTOR that the Contract Documents include all items necessary for proper execution and completion of the WORK. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. WORK not covered in the Contract Documents will not be required unless it is consistent with and is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

### **1.3 Enumeration of Contract Documents:**

1.3.1 The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- (1) This Agreement (pages 1 to 48, inclusive) and Bidding Requirements (pages A-1 to A-20, inclusive and Special Conditions –pages 1 thru 8 inclusive), bid bond.
- (2) Plans and Specification Attachments
- (3) Performance bond, consisting of 1 page (to be provided prior to start of work).
- (4) Payment bond, consisting of 1 page (to be provided prior to start of work).
- (5) Insurance certificate, consisting of 1 page.
- (6) Notice of Award

All applicable provisions of State, Federal or local law.

Any modification, including all change orders, duly delivered after execution of Agreement.

**IN THE EVENT OF CONFLICT, THE ABOVE LISTING OF DOCUMENTS SHALL TAKE PRECEDENCE IN THE ORDER THAT THEY ARE LISTED.**

### **1.4 Intent:**

It is the intent of the Contract Documents to describe a functionally complete project in accordance with the Plans and Specifications. Any WORK, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe WORK, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents.

### **1.5 Conflict, Error or Discrepancy:**

If, during the performance of the WORK, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CITY and ENGINEER in writing at once and before proceeding with the WORK affected thereby shall obtain a written interpretation or clarification from CITY through the ENGINEER.

## **1.6 Amending and Supplementing Contract Documents:**

The Contract Documents may be amended to provide for additions, deletions and revisions in the WORK or to modify the terms and conditions thereof in one or more of the following ways:

- 1.6.1 A Change Order; or
- 1.6.2 A formal written amendment.
- 1.6.3 WORK change directive.

## **1.7 Supplements, Minor Variations or Deviations:**

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the WORK may be authorized in one or more of the following ways:

- 1.7.1 ENGINEER'S approval of a shop drawing or sample; or
- 1.7.2 ENGINEER'S written interpretation or clarification.
- 1.7.3 A field order

## **1.8 Representation of CONTRACTOR.**

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the WORK is to be performed.

## **1.9 Before Commencing Operations:**

Before undertaking each part of the WORK, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to CITY and ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any WORK affected thereby.

## **1.10 OWNERSHIP AND USE OF DOCUMENTS**

**1.10.1** The drawings, specifications, designs, models, photographs, reports, surveys and other data provided with this Agreement are and shall remain the property of the CITY whether the project for which they are made is executed or not. This is not an assignment of any copyrights or other ownership rights which the ENGINEER maintains.

**1.10.2** Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ENGINEER'S common law copyrights or other reserved rights.

# ARTICLE 2

## CONTRACTOR'S SERVICES AND RESPONSIBILITIES

### 2.1 SERVICES AND RESPONSIBILITIES

2.1.1 The CONTRACTOR shall assist the OWNER and ENGINEER in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

2.1.2 Unless otherwise provided for in the Contract Documents, the CONTRACTOR shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the WORK, whether temporary or permanent and whether or not incorporated or to be incorporated in the WORK.

2.1.3 The CONTRACTOR shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.

2.1.4 The CONTRACTOR shall keep the OWNER and ENGINEER informed of the progress and quality of the WORK.

2.1.5 If requested in writing by the OWNER, the CONTRACTOR, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide, subject to determination by the ENGINEER, subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both OWNER and CONTRACTOR. Such interpretations and decisions shall be in writing, shall not be presumed to be correct and shall be given such weight as the arbitrator(s) or the court shall determine.

2.1.6 The CONTRACTOR shall correct WORK which does not conform to the Construction Documents.

2.1.7 The CONTRACTOR warrants to the OWNER that materials and equipment incorporated in the WORK will be new unless otherwise specified, and that the WORK will be of good quality, free from faults and defects, and in conformance with the Contract Documents. WORK not conforming to these requirements shall be corrected in accordance with Article 9.

2.1.8 The CONTRACTOR shall pay all sales, consumer, use and similar taxes which were in effect at the time the CONTRACTOR's Proposal was first submitted to the OWNER, and shall ~~secure and pay for building and other permits and governmental fees, licenses and inspections~~ necessary for the proper execution and completion of the WORK which are either customarily secured after execution of this Agreement or are legally required at the time the CONTRACTOR's Proposal was first submitted to the OWNER.

2.1.9 The CONTRACTOR shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

**2.1.10** The CONTRACTOR shall pay royalties and license fees. The CONTRACTOR shall defend suits or claims for infringement of patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the OWNER. However, if the CONTRACTOR has reason to believe the use of a required design, process or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly given to the OWNER.

**2.1.11** The CONTRACTOR shall be responsible to the OWNER for acts and omissions of the CONTRACTOR'S employees and parties in privity of contract with the CONTRACTOR to perform a portion of the WORK, including their agents and employees.

**2.1.12** The CONTRACTOR shall keep the premises free from accumulation of waste materials or rubbish caused by the CONTRACTOR's operations. At the completion of the WORK, the CONTRACTOR shall remove from and about the Project the CONTRACTOR'S tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

**2.1.13** The CONTRACTOR shall prepare Change Orders for the ENGINEER'S and OWNER'S approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The CONTRACTOR shall promptly inform the OWNER and ENGINEER in writing, of minor changes in the design and construction.

**2.1.14** The CONTRACTOR shall notify the ENGINEER and OWNER when the WORK or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the WORK and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the CONTRACTOR shall complete items listed therein.

**2.1.15** The CONTRACTOR shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction.

These shall be delivered to the OWNER upon completion of the construction and prior to final payment.

## **2.2 BASIC SERVICES**

The WORK will consist of furnishing all materials, labor, equipment and transportation to provide a completed project for Hot in Place Asphalt Project - Bid No. 2009-010.

**CONTRACTOR will provide necessary weather protection against rain, wind, storms, heat as to maintain work.**

**All WORK to be guaranteed for a minimum of one (1) year from the date of final acceptance by the CITY.**

**2.3 Not used.**

**2.4 Shop Drawings and Samples:**

**2.4.1** Within fourteen (14) calendar days after contract commencement, CONTRACTOR shall submit to ENGINEER for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique-of-manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

**2.4.2** CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in WORK, all samples required by the Contract Documents and shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

**2.4.3** Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions,, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

**2.4.4** At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

**2.4.5** Approval of the Shop Drawings by ENGINEER shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the WORK, nor for the furnishing of material or WORK required by the Agreement and not indicated on the drawings. No WORK called for by any Shop Drawing shall be done until the drawings have been approved by ENGINEER.

**2.5 Supervision and Superintendence:**

CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.

**2.6 Resident Superintendent**

CONTRACTOR shall keep on the WORK at all times during its progress a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to CITY unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at

the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

## **2.7 Labor**

**2.7.1** Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida and suppliers, selected and paid by the CONTRACTOR

**2.7.2** CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the WORK as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during the hours of 8:00 a.m. and 5:00 p.m., and CONTRACTOR will not permit overtime work or the performance of WORK on Saturday, Sunday or any legal holiday without CITY'S written consent.

## **2.8 Materials:**

**2.8.1** Unless otherwise specified herein, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the WORK.

**2.8.2** CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the WORK will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

## **2.9 Concerning Subcontractors, Suppliers and Others:**

**2.9.1** Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any WORK hereunder, CONTRACTOR shall furnish, in writing to CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the WORK. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has a reasonable objection. Failure of CITY to reply promptly shall constitute notice of no reasonable objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made a reasonable and timely objection. If CITY has reasonable objection to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no reasonable objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes reasonable objection to such change.

**2.9.2** CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the WORK under a direct or indirect Contract with CONTRACTOR. Nothing in the



Contract Documents shall create any Contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

**2.9.3** All work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY.

**2.10 Patent Fees and Royalties:**

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

**2.11 Permits:**

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that all City of Margate permit and inspection fees related to this Contract shall be waived.

**2.12 Laws and Regulations:**

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the WORK. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents are observed by CONTRACTOR to be at variance therewith.

**2.13 Risk of Loss; Title:**

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the WORK by CITY. Title to the WORK shall pass to CITY upon acceptance of the WORK by CITY.

**2.14 Taxes:**

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.

**2.15 Use of Premises:**

**2.15.1** CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against CITY by any such Owner or occupant because of the

performance of the WORK, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

**2.15.2** During the progress of the WORK, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the WORK. At the completion of the WORK CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

**2.15.3** CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.

**2.16 Access to WORK:**

CONTRACTOR shall provide CITY, CITY'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the WORK at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

**2.17 Safety and Protection:**

**2.17.1** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

**2.17.2** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**2.18 Indemnification:**

CONTRACTOR agrees to indemnify, defend, save, and hold harmless the CITY, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract.

**2.19 Survival of obligations:**

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the WORK and termination or completion of the Agreement.

## **2.20 Correction and Removal of Defective WORK:**

If required by CITY and ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by CITY and ENGINEER, remove it from the site and replace it with non-defective WORK. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, attorneys and other professionals) made necessary thereby.

## ARTICLE 3

### OWNER'S AND ENGINEER'S RESPONSIBILITIES

- 3.1** The OWNER shall designate a representative authorized to act on the OWNER'S behalf with respect to the Project. The OWNER or such authorized representative shall examine documents submitted by the CONTRACTOR and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the WORK.
- 3.2** The OWNER may appoint an on-site project representative to observe the WORK and to have such other responsibilities as the OWNER and CONTRACTOR agree in writing prior to execution of this Agreement.
- 3.3** The OWNER shall cooperate with the CONTRACTOR in securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections if the cost of such fees is not identified as being included in the CONTRACTOR's Proposal.
- 3.4** If the OWNER observes or otherwise becomes aware of a fault or defect in the WORK or nonconformity with the Design or Construction Documents, the OWNER shall give prompt written notice thereof to the ENGINEER and/or CONTRACTOR.
- 3.5** The OWNER shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 3.6** The OWNER shall communicate with contractors only through the CONTRACTOR.
- 3.7** CITY shall furnish data required of CITY under the Contract Documents promptly.
- 3.8** Except for permits and fees which are the responsibility of CONTRACTOR, CITY shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 3.9** If the WORK is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the WORK in such a way that the completed WORK will conform to the Contract Documents, CITY may order CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the WORK shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

### **3.10 ENGINEER'S Responsibilities**

**3.10.1** ENGINEER will be CITY'S representative during the construction period and until final payment is due.

#### **3.10.2 Visits to Site:**

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. ENGINEER'S efforts will be directed toward providing for CITY a greater degree of confidence that the completed WORK will conform to the Contract Documents. On the basis of such visits and on-site inspections, ENGINEER shall keep CITY informed of the progress of the WORK and shall endeavor to guard CITY against defects and deficiencies in the WORK.

#### **3.10.3 Technical Clarifications and Interpretations:**

ENGINEER will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither CITY nor ENGINEER will thereafter entertain any excuse for failure to execute the WORK in a satisfactory manner.

**3.10.4** ENGINEER will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either CITY or CONTRACTOR. ENGINEER will make initial decisions on all claims, disputes or other matters in question between CITY and CONTRACTOR. Written notice of each such claim, dispute or other matter will be delivered by claimant to ENGINEER and the other party but in no event later than three (3) days after the occurrence of the event giving rise thereto and written supporting data will be submitted to the ENGINEER and other party within five (5) calendar days after such occurrence. All written decisions of the ENGINEER on any claim, dispute or other matter will be final and binding upon CITY and CONTRACTOR unless a written notice of intention to appeal from ENGINEER'S written decision is delivered within five (5) days after the date of such decisions and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within thirty (30) days of the date of such decision. The rendering of a decision by ENGINEER with respect to any such claim, dispute, or matter (except any which have been waived by the making or acceptance of final payment) is a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies existing under the Contract Documents or by law.

#### **3.10.5 Authorized variations in WORK:**

ENGINEER may authorize minor variations in the WORK from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on CITY, and also on CONTRACTOR who shall perform the WORK involved promptly.

### **3.10.6 Rejecting Defective WORK:**

**ENGINEER will have the authority to disapprove or reject WORK which ENGINEER believes to be defective, and will also have authority to require special inspections or testing of the WORK whether or not the WORK is fabricated, installed or completed.**

# ARTICLE 4

## TIME

**4.1 TIME IS OF THE ESSENCE OF THIS CONTRACT.** The WORK to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be complete within the time frames established by the Director of Public Works after the commencement date stated in the Notice to Proceed. Failure to achieve timely, substantial and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Paragraph 4.9 herein.

**4.2** The CONTRACTOR shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.

**4.3** Time limits stated in the Contract Documents are of the essence of this Agreement. The WORK to be performed under this Agreement shall commence upon execution of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved as indicated in Article 14.

**4.4** The Date of Substantial Completion of the WORK or an agreed upon portion thereof is the date when construction or an agreed upon portion thereof is sufficiently complete so the OWNER can occupy and utilize the WORK or agreed upon portion thereof for its intended use.

**4.5** The schedule provided in the CONTRACTOR's Proposal shall include a construction schedule consistent with Paragraph 4.2 above.

**4.6** If the CONTRACTOR is delayed in the progress of the Project by acts or neglect of the OWNER, OWNER'S employees, separate contractors employed by the OWNER, changes ordered in the WORK not caused by the fault of the CONTRACTOR, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER'S pending arbitration or another cause which the OWNER and CONTRACTOR agree is justifiable, the contract time shall be reasonably extended by Change Order.

### **4.7 Change of Contract Time**

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of CITY or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically



provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

**4.8 NO RECOVERY FOR EARLY COMPLETION.** If the CONTRACTOR submits a schedule or expresses an intention to complete the WORK earlier than any required milestone or completion date, the CITY shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the WORK before such milestone or completion date. The duties, obligations and warranties of the CITY to the CONTRACTOR shall be consistent with and applicable only to the completion of the WORK and completion dates set forth in this Agreement.

#### **4.9 LIQUIDATED DAMAGES:**

Upon failure of the CONTRACTOR to complete the WORK within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to CITY the sum of five hundred and xx/100 dollars (\$500.00) for each calendar day that the completion of the WORK is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the WORK for which a time of completion is given. CITY shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CITY is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to CONTRACTOR whichever is later.

#### **4.10 TERM OF CONTRACT**

The original term of the contract is for one year from date of award with an option to renew/negotiate two additional one year terms. The Contractor is responsible to contact the CITY in writing sixty (60) days prior to expiration of the contract to indicate their willingness to renew or meet with the CITY.

# ARTICLE 5

## PAYMENTS

### 5.1 CONTRACT SUM

CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the WORK subject to additions and deductions by Change Orders as provided in this Agreement, based upon an agreed upon Scope of Work between the CITY and the CONTRACTOR utilizing the contract pricing as outlined in the bid response, "Schedule of Bid Prices", pages A-11 and A-12.

### 5.2 PROGRESS PAYMENTS

5.2.1 The CONTRACTOR shall deliver to the OWNER itemized Application for Payment in such detail as indicated in Article 14. CONTRACTOR may requisition payments for WORK completed during the project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all WORK completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the ENGINEER for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the ENGINEER of the CONTRACTOR'S requisition for payment.

5.2.2 Within thirty (30) days of the OWNER'S receipt of a properly submitted and correct Application for Payment, the OWNER shall make payment to the CONTRACTOR.

5.2.3 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the WORK is totally completed as specified, and accepted by the CITY.

5.3 The Application for Payment shall constitute a representation by the CONTRACTOR to the OWNER that, to the best of the CONTRACTOR'S knowledge, information and belief, the ~~design and construction have progressed to the point indicated; the quality of the WORK~~ covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.

5.4 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such subcontractor's WORK, the amount to which said subcontractor is entitled in accordance with the terms of the CONTRACTOR'S contract with such subcontractor. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner.

**5.5** The OWNER shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the CONTRACTOR except as may otherwise be required by law.

**5.6** No progress payment or partial or entire use or occupancy of the Project by the OWNER shall constitute an acceptance of WORK not in accordance with the Contract Documents.

**5.7** The CONTRACTOR warrants that: (1) title to WORK, materials and equipment covered by an Application for Payment will pass to the OWNER either by incorporation in construction or upon receipt of payment by the CONTRACTOR, whichever occurs first; (2) WORK, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no WORK, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

**5.8** If the Contract provides for retainage, then at date of Substantial Completion or occupancy of the WORK or any agreed upon portion thereof by the OWNER, whichever occurs first, the CONTRACTOR may apply for and the OWNER, if the CONTRACTOR has satisfied the requirements of the Contract relating to retainage, shall pay the CONTRACTOR the amount retained, if any, for the WORK or for the portion completed or occupied, less the reasonable value of incorrect or incomplete WORK. Final payment of such withheld sum shall be made upon correction or completion of such WORK.

**5.9 Final Inspection:**

Upon written notice from CONTRACTOR that the entire WORK or an agreed portion thereof is complete, CITY and ENGINEER will make a final inspection and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the WORK is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**5.10 Final Application for Payment:**

After CONTRACTOR has completed all such corrections to the satisfaction of CITY and ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after ENGINEER has indicated that the WORK is acceptable, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the WORK; or (2) CONTRACTOR'S receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond satisfactory to CITY to indemnify CITY against any lien.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until said drawings have been reviewed and approved by ENGINEER. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of ENGINEER they do not represent correct or accurate "As-built" drawings.

#### **5.11 Final Payment and Acceptance:**

**5.11.1** If, on the basis of ENGINEER'S observation of the WORK during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation, ENGINEER is satisfied that the WORK has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to CITY for payment. Thereupon ENGINEER will give written notice to CITY and CONTRACTOR that the WORK is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by CITY to CONTRACTOR.

**5.11.2** If, through no fault of CONTRACTOR, final completion of the WORK is significantly delayed and if ENGINEER so confirms, CITY shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance to be held by CITY for WORK not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**5.11.3** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when the WORK has been completed, the Contract fully performed, and a final certificate for payment has been issued by the ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Liens, claims, security interests or encumbrances arising out of this Agreement and unsettled.
- (2) Faulty or defective WORK and latent defects discovered after acceptance.
- (3) Failure of the WORK to comply with the requirements of the contract documents.
- (4) Terms of special warranties required by the contract documents.

- (5) Any of CONTRACTOR'S continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

#### **5.12 CITY'S Right to Withhold Payment:**

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

**5.12.1** Defective WORK not remedied.

**5.12.2** Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

**5.12.3** Failure of the CONTRACTOR to make payments to subcontractors or suppliers for materials or labor.

**5.12.4** Damage to another contractor not remedied.

**5.12.5** Liability for liquidated damages has been incurred by the CONTRACTOR.

**5.12.6** Reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum.

**5.12.7** Reasonable evidence that the WORK will not be completed within the Contract time.

**5.12.8** Failure to carry out the WORK in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

#### **5.13 FINAL PAYMENT**

**5.13.1** Neither final payment nor amounts retained, if any, shall become due until the CONTRACTOR submits to the OWNER (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the OWNER or OWNER'S property might be liable have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the WORK, and (4) if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of this Agreement, to the extent and in such form as may be designated by the OWNER. If a CONTRACTOR refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall reimburse the OWNER for moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**5.13.2** Final payment constituting the entire unpaid balance due shall be paid by the OWNER to the CONTRACTOR upon the OWNER'S receipt of the CONTRACTOR'S final Application for Payment when the WORK has been completed and the Contract fully performed except for those responsibilities of the CONTRACTOR which survive final payment.

**5.13.3** The making of final payment shall constitute a waiver of all claims by the OWNER except those arising from:

- .1 unsettled liens;
- .2 faulty or defective WORK appearing after Substantial Completion;
- .3 failure of the WORK to comply with requirements of the Contract Documents;
- .4 terms of special warranties required by the Contract Documents.

**5.13.4** Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final Application for Payment.

## ARTICLE 6

### PROTECTION OF PERSONS AND PROPERTY

**6.1** The CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of OSHA standards for safety precautions and programs in connection with the WORK.

**6.2** The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the WORK and other persons who may be affected thereby;(2) the WORK and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

**6.3** The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

**6.4** The CONTRACTOR shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the OWNER) to property at the site caused in whole or in part by the CONTRACTOR, a subcontractor of the CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

**6.5 HURRICANE PRECAUTIONS:** During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.



# ARTICLE 7

## INSURANCE AND BONDS

### 7.1 CONTRACTOR'S LIABILITY INSURANCE

**7.1.1** The CONTRACTOR shall purchase and maintain in a company or companies authorized to do business in the State of Florida, such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from operations under the Contract by the CONTRACTOR or by a contractor of the CONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the WORK to be performed;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees under any applicable employer's liability law;

.3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the CONTRACTOR'S employees;

.4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or (2) by another person;

.5 claims for damages, other than to the WORK at the site, because of injury to or destruction of tangible property, including loss of use; and

.6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

**7.1.2** The insurance required by the above Subparagraph 7.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever are greater.

**7.1.3** The CONTRACTOR'S liability insurance shall include contractual liability insurance applicable to the CONTRACTOR'S obligations.

**7.1.4** Certificates of Insurance, and copies of policies, acceptable to the OWNER shall be delivered to the OWNER at the time of execution of contract. These Certificates as well as insurance policies required by this Paragraph shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the OWNER.

If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

## **7.2 Payment and Performance Bonds:**

**7.2.1** Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing WORK, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858.

**7.2.2** Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the CONTRACTOR perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the CONTRACTOR promptly make payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the WORK provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Contract which the CITY may be required to make under the law.

**7.2.3** Pursuant to the requirements of Section 255.05(l)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

## **7.3 Bonds, Reduction After Final Payment:**

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty WORK or material which appears within one (1) year after final completion of the Contract, upon notification by the CITY.

#### 7.4 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within seven (7) days thereafter substitute another bond and surety, both of which must be acceptable to CITY.

#### 7.5 Insurance:

**7.5.1 AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGE/S AND SPECIFICALLY PROVIDING THAT THE CITY OF MARGATE IS AN ADDITIONAL INSURED (WHERE INDICATED) WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** Insurance Companies selected must be acceptable by the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability: **Additionally, any subcontractor hired by the CONTRACTOR for this project shall provide insurance coverage as stated herein.**

- (a) **Builder's Risk NOT REQUIRED FOR THIS BID** The CONTRACTOR shall maintain builder's risk insurance for any Property or Project in the course of construction in an amount at least equal to 100% of the estimated completed Project value as well as subsequent modifications of that sum. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. Contractor shall assume all responsibility for any coinsurance penalties, deductibles, or uncovered self-insurance retention. The policy shall be endorsed with an "Occupancy Endorsement" or similar endorsement, amending the automatic termination of coverage in the event the project is partially occupied, or put to its intended use prior to completion of construction. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000.00 nor shall a wind percentage deductible, when applicable, exceed five percent 5%. The coverage shall be kept in force until final payment has been made in accordance with other applicable Contract requirements, or until ~~CONTRACTOR and the CITY has any Property interest in the Project, or until~~ CONTRACTOR and the CITY mutually consent to the termination, whichever occurs first. This insurance shall include interest of the CITY, CONTRACTOR, SUBCONTRACTOR AND SUB-SUBCONTRACTORS in the Project.

Partial Occupancy or use of the WORK shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. CONTRACTOR shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agrees to take no action, other than upon mutual consent, with respect to occupancy or use of the WORK that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in full force and effect until Final Completion or until CONTRACTOR and CITY mutually consent to the termination, whichever occurs first. The CONTRACTOR agrees and understands the CITY shall not provide any Builder's Risk insurance on behalf of CONTRACTOR for loss or damage to WORK, or to any other property of owned, hired, or hired, or borrowed by the CONTRACTOR.

CONTRACTOR agrees this coverage shall be provided on a primary basis, and shall be in accordance with all of the limits terms and conditions set forth herein.

(b) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the WORK with the following minimum limits of liability:

\$1,000,000.00 Combined single Limit, Bodily Injury and Property Damage Liability, per occurrence

(d) Comprehensive General Liability with the following minimum limits of liability:

\$1, 000, 000. 00 Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and Personal Injury coverage with employment contractual exclusions removed and deleted.

**7.5.2** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

**7.5.3** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the

required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.

**7.5.4** The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

**7.5.5** The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within a reasonable time of the actual notice of such an event.

**7.5.6** The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

**7.5.7** The CONTRACTOR agrees to perform the WORK under the Contract as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

**7.5.8** Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

**7.6 CITY'S Liability and Insurance:**

CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the WORK. CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

**7.7 LOSS OF USE INSURANCE**

The OWNER, at the OWNER'S option, may purchase and maintain such insurance as will insure the OWNER against loss of use of the OWNER'S property due to fire or other hazards, however caused. The OWNER waives all rights of action against the CONTRACTOR, and its contractors and their agents and employees, for loss of use of the OWNER'S property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph.

# ARTICLE 8

## CHANGES IN THE WORK

### 8.1 CHANGES IN THE WORK

**8.1.1** CITY, without invalidating this Agreement, may order additions, deletions or revisions to the WORK. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

**8.1.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change Orders for this project, increase the cost of the WORK to CITY or which extend the time for completion, must be formally authorized and approved by the CITY'S Commission prior to their issuance and before WORK may begin. No claim against CITY for extra WORK in furtherance of such change order shall be allowed unless prior approval has been obtained.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the WORK to the CITY not in excess of ten percent (10%) or \$25,000. (whichever is lesser) may be approved by signed approval of the City Manager of the City of Margate.

No claim against CITY for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this section has been obtained.

**8.1.3** The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

**8.1.4** Proposed Change orders shall be prepared by the ENGINEER on forms provided by CITY. When submitted for approval, they shall carry the signature of the ENGINEER and the CONTRACTOR.

**8.1.5** If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

**8.1.6** CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any WORK performed that is not required by the Contract Documents as amended, modified and supplemented.

**8.1.7** If notice of any change affecting the general scope of the WORK or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility and the amount of each applicable bond shall be adjusted accordingly.

**8.1.8** Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to ENGINEER not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract

Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

8.1.9 The cost or credit to CITY from a change in the WORK shall be determined by mutual agreement.

## 8.2 CHANGE ORDERS

8.2.1 A Change Order is a written order signed by the OWNER and CONTRACTOR, and issued after execution of this Agreement, authorizing a change in the WORK or adjustment in the contract sum or contract time. The contract sum and contract time may be changed only by Change Order.

8.2.2 Cost or credit to the OWNER resulting from a change in the WORK shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided below.

8.2.3 If none of the methods set forth in Clauses 8.2.2.1, 8.2.2.2 or 8.2.2.3 is agreed upon, the CONTRACTOR, provided a written order signed by the OWNER is received, shall promptly proceed with the WORK involved. The cost of such WORK shall then be determined on the basis of reasonable expenditures and savings of those performing the WORK attributable to the change, including the expenditures for design services and revisions to the Contract Documents. In case of an increase in the contract sum, the cost shall include a reasonable allowance for overhead and profit. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; additional costs of supervision and field office personnel directly attributable to the change, and fees paid to engineers and other professionals. Pending final determination of cost to the OWNER, payments on account shall be made on the Application for Payment. The amount of credit to be allowed by the CONTRACTOR to the OWNER for deletion or change which results in a net decrease in the contract sum will be actual net cost. When both additions and credits covering related WORK or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.2.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the OWNER or CONTRACTOR, applicable unit prices shall be equitably adjusted.



### **8.3 CONCEALED CONDITIONS**

By execution of this agreement, CONTRACTOR has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

### **8.4 REGULATORY CHANGES**

The CONTRACTOR shall be compensated for changes in the WORK necessitated by the enactment or revision of codes, laws or regulations subsequent to the submission of the CONTRACTOR'S Proposal.

# ARTICLE 9

## WARRANTIES, TESTS AND INSPECTIONS CORRECTION OF DEFECTIVE WORK

### 9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

### 9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

### 9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

### 9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of one (1) year from date of acceptance by the CITY. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any WORK is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective WORK, or, if it has been rejected by CITY, remove it from the site and replace it with WORK that is not defective and satisfactorily correct and remove and replace any damage to other WORK or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected WORK removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, ENGINEER'S, attorneys and other professionals) will be paid by CONTRACTOR.

**9.4.1** Where defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such WORK will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed .

**9.4.2** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of one (1) year as described in Paragraph 9.4.1 relates only to the specific obligation of the CONTRACTOR to correct the

WORK, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to the CONTRACTOR'S obligation other than specifically to correct the WORK.

**9.5** CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

**9.6** CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

**9.7** CONTRACTOR warrants to the CITY that the consummation of the WORK provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

**9.8** CONTRACTOR warrants that there has been no violation of copyrights of patent rights either in the United States of America or in foreign countries in connection with the WORK of the Contract.

**9.9** No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

**9.10 Tests and Inspections:**

**9.10.1** CONTRACTOR shall give CITY timely notice of readiness of the WORK for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the WORK or any part thereof unless otherwise specified herein.

**9.10.2** Inspectors shall have no authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and WORK with reasonable promptness.

**9.10.3** The payment of any compensation whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the CONTRACTOR will constitute a breach of this Agreement

**9.11** The CONTRACTOR shall promptly correct WORK rejected by the OWNER or known by the CONTRACTOR to be defective or failing to conform to the Construction Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct WORK under this Agreement found to be defective or nonconforming within a period of one year from the date of Substantial Completion of the WORK or designated portion thereof, or within such longer period provided by any applicable special warranty in the Contract Documents

**9.12** Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations of the CONTRACTOR under this Agreement. Paragraph 9.11 relates only to the specific obligation of the CONTRACTOR to correct the WORK and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR'S liability with respect to the CONTRACTOR'S obligations other than correction of the WORK.

**9.13** If the CONTRACTOR fails to correct the defective WORK as required or persistently fails to carry out the WORK in accordance with the Contract Documents, the OWNER, by written order signed personally or by an agent specifically so empowered by the OWNER in writing, may stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however the OWNER'S right to stop the WORK shall not give rise to a duty on the part of the OWNER to exercise the right for benefit of the CONTRACTOR or other persons or entities.

**9.14** If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents and fails within seven days after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may give a second written notice to the CONTRACTOR and seven days following receipt by the CONTRACTOR of that second notice and without prejudice to other remedies the OWNER may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR costs of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the OWNER.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

**10.1** This Agreement shall be governed by the law where the WORK is located.

**10.2** The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

**10.3** In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

#### **10.4 SUBCONTRACTS**

**10.4.1** The CONTRACTOR, as soon as practicable after execution of this Agreement, shall furnish to the OWNER in writing the names of the persons or entities the CONTRACTOR will engage as subcontractors for the Project.

**10.4.2** Nothing contained in the CONTRACTOR Contract Documents shall create a professional obligation or contractual relationship between the OWNER and any third party.

#### **10.5 WORK BY OWNER OR OWNER'S CONTRACTORS**

**10.5.1** The OWNER reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the OWNER, the CONTRACTOR shall make such claims as provided in Subparagraph 11.6.

**10.5.2** The CONTRACTOR shall afford the OWNER'S separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The CONTRACTOR shall incorporate and coordinate the CONTRACTOR'S WORK with work of the OWNER'S separate contractors as required by the Contract Documents.

**10.5.3** Costs caused by defective or ill-timed WORK shall be borne by the party responsible.

#### **10.6 CLAIMS FOR DAMAGES**

Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

## **10.7 SUCCESSORS AND ASSIGNS**

**10.7.1** This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of the contract with the OWNER or CONTRACTOR. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

## **10.8 EXTENT OF AGREEMENT**

This contract represents the entire agreement between the OWNER and CONTRACTOR and supersedes any prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both OWNER and CONTRACTOR.

**10.9 OTHER GOVERNMENTAL AGENCIES:** If CONTRACTOR is awarded a contract as a result of this bid proposal, CONTRACTOR will, if they have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract.

## ARTICLE 11

### DISPUTES

NOT WITHSTANDING ANYTHING PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.



# **ARTICLE 12**

## **TERMINATION OF THE AGREEMENT**

### **12.1 TERMINATION BY THE OWNER**

CITY'S Right to Terminate upon the occurrence of any one or more of the following events:

**12.1.1** If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

**12.1.2** If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

**12.1.3** If CONTRACTOR makes a general assignment for the benefit of creditors.

**12.1.4** If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

**12.1.5** If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

**12.1.6** If CONTRACTOR persistently fails to perform the WORK in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

**12.1.7** If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

**12.1.8** If CONTRACTOR otherwise violates in any substantial way any provision of the Contract Documents CITY may, after giving CONTRACTOR and the Surety seven (7) days written notice to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude CONTRACTOR from the site and take possession of the WORK and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the WORK all materials and equipment stored at the site or for which has paid CONTRACTOR but which are stored elsewhere, and finish the WORK as CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished.

**12.1.9 Termination for Convenience of CITY:** Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience CITY under the termination clause the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all WORK at the time and to the extent indicated on the notice of termination, terminated all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**12.1.10** This Agreement may be terminated by the OWNER upon fourteen days' written notice to the CONTRACTOR in the event that the Project is abandoned. If such termination occurs, the OWNER shall pay the CONTRACTOR for work completed and for proven loss sustained upon materials, equipment, tools and construction equipment and machinery, including reasonable profit and applicable damages.

**12.1.11** If the CONTRACTOR defaults or persistently fails or neglects to carry out the WORK in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the OWNER may give written notice that the OWNER intends to terminate this agreement. If the CONTRACTOR fails to correct the defaults, failure or neglect within seven days after being given notice, the OWNER may then give a second written notice and, after an additional seven days, the OWNER may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the CONTRACTOR or, at the OWNER'S option, may terminate the employment of the CONTRACTOR and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method the OWNER may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the WORK, the excess shall be paid to the CONTRACTOR, but if the expense exceeds the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

## **12.2 Termination by CONTRACTOR:**

**12.2.1** If ENGINEER fails to recommend payment for a period of thirty (30) days through no fault of CONTRACTOR or if CITY fails to make payment thereon for a period of thirty (30) days, CONTRACTOR may, upon seven (7) additional days written notice to CITY and ENGINEER, terminate the Contract and recover from the Contract payment for WORK executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery.

**12.2.2** If the OWNER fails to make payment when due, the CONTRACTOR may give written notice of the CONTRACTOR'S intention to terminate this Agreement. If the CONTRACTOR fails to receive payment within thirty days after receipt of such notice by the OWNER, the CONTRACTOR may give a second written notice and, thirty days after receipt of such second written notice by the OWNER, may terminate this Agreement and recover from the OWNER payment for WORK executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

## ARTICLE 13

### BASIS OF COMPENSATION

#### 13.1 CHANGE IN CONTRACT PRICE

13.1.1 THE CONTRACT PRICE CONSTITUTES THE TOTAL COMPENSATION (SUBJECT TO AUTHORIZED ADJUSTMENTS) PAYABLE TO CONTRACTOR FOR PERFORMING THE WORK. ALL DUTIES, RESPONSIBILITIES AND OBLIGATIONS ASSIGNED TO OR UNDERTAKEN BY CONTRACTOR SHALL BE AT HIS EXPENSE WITHOUT CHANGE IN CONTRACT PRICE.

13.1.2 THE CONTRACT PRICE MAY ONLY BE CHANGED BY A CHANGE ORDER OR BY A WRITTEN AMENDMENT. ANY CLAIM FOR AN INCREASE OR DECREASE IN THE CONTRACT PRICE SHALL BE BASED ON WRITTEN NOTICE DELIVERED TO ENGINEER PROMPTLY (BUT IN NO EVENT LATER THAN TEN (10) DAYS) AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE AMOUNT OF THE CLAIM WITH SUPPORTING DATA SHALL BE DELIVERED WITHIN TWENTY (20) DAYS AND SHALL BE ACCOMPANIED BY CLAIMANT'S WRITTEN STATEMENT THAT THE AMOUNT CLAIMED COVERS ALL KNOWN AMOUNTS (DIRECT, INDIRECT AND CONSEQUENTIAL) TO WHICH THE CLAIMANT IS ENTITLED AS A RESULT OF THE OCCURRENCE OF SAID EVENT. NO RESOLUTION OF A CLAIM FOR ADJUSTMENT IN THE CONTRACT PRICE SHALL BE EFFECTIVE UNTIL APPROVED BY CITY COMMISSION IN WRITING. NO CLAIM FOR ADJUSTMENT IN THE CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN ACCORDANCE WITH THIS PARAGRAPH.

13.1.3 The value of any WORK covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- .1 Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- .2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed twenty five percent (25%). ~~if the negotiated lump sum change order exceeds the percentages set forth for "Cost of WORK" it must be accompanied by a detailed explanation justifying the increase.~~
- .3 On the basis of the cost of the WORK (determined as provided in Paragraphs 13.2 and 13.3) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Paragraph 13.4).

## **13.2 Cost of the WORK in the Event of Change Order:**

The term "Cost of the WORK" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the WORK. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in Paragraph 13.3:

**13.2.1** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the WORK under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the WORK shall be apportioned on the basis of their time spent on the WORK. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing WORK after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by CITY.

**13.2.2** Cost of all materials and equipment furnished and incorporated in the WORK, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

**13.2.3** Supplemental costs including the following:

- .1** Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the WORK.
- .2** Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements, the rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the WORK.
- .3** Sales, consumer, use or similar taxes related to the WORK, and for which CONTRACTOR is liable, imposed by laws and regulations.
- .4** Royalty payments and fees for permits and licenses.
- .5** The cost of utilities, fuel and sanitary facilities at the site.
- .6** Minor expenses such as telegrams, long distance telephone calls, telephone service at site, express message and similar petty cash items in connection with the WORK.
- .7** Cost of premiums for additional bonds and insurance required because of changes in the WORK.

### **13.3 Not Included in the Cost of the WORK in the Event of Change Order:**

The term cost of the WORK shall not include any of the following:

**13.3.1** Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the WORK and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.2.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.

**13.3.2** Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

**13.3.3** Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

**13.3.4** Cost of premiums for all bonds and all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

**13.3.5** Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

**13.3.6** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.2.

### **13.4 CONTRACTOR'S Fee in the Event of Change Order:**

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

**13.4.1** A mutually acceptable negotiated fee:

**13.4.1** For costs incurred under Paragraphs 13.2.1 and 13.2.2 CONTRACTOR'S fee shall not exceed ten percent (10%).

**13.4.2** No fee shall be payable on the basis of costs itemized under Paragraphs 13.2.3.1, 13.2.3.2, 13.2.3.3, 13.2.3.4, 13.2.3.5, 13.2.3.6, 13.2.3.7, 13.3, 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5 and 13.3.6.

**13.4.3** The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease plus a deduction in CONTRACTOR'S fee by an amount equal to ten percent (10%) for the net decrease.

**13.4.4** When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any WORK not performed.

**13.5 Cost Breakdown Required in the Event of Change Order:**

Whenever the cost of any WORK is to be determined pursuant to Paragraphs 13.2 or 13.3, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data. Whenever a change in the WORK is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown.

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the contract price, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

The Owner shall compensate the CONTRACTOR in accordance with Article 5, Payments, and the other provisions of this Agreement as described below.

**13.6 REIMBURSABLE EXPENSES in the Event of Change Order:**

**13.6.1** Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the CONTRACTOR in the interest of the Project for the expenses listed as follows:

**13.6.2** FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of 1.10 times the amounts expended.

# ARTICLE 14

## OTHER PROVISIONS

### 14.1 NOTICE AND COMPUTATION OF TIME

#### 14.1.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

The business address of CONTRACTOR is:

Mr. Charles Veskerna  
Cutler Repaving, Inc.  
921 East 27<sup>th</sup> Street  
Lawrence, KS 66046

The business address of CITY is:

City Manager  
City of Margate  
5790 Margate Blvd.  
Margate, Florida 33063

#### 14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

## **14.3 MISCELLANEOUS**

**14.3.1** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents,, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

**14.3.2** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

**14.3.3** CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

**14.3.4** CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the WORK to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

**14.3.5** The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

**14.3.6** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Contract shall be litigated in the Seventeenth Judicial circuit in and for Broward County, Florida.

**14.3.7** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.



**14.4 CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

WITNESS WHEREOF, the parties hereto have made an executed Agreement on the respective dates under each signature; City of Margate through its City Commission signing by and through its Mayor and City Manager, authorized to execute same by City Commission the 15<sup>th</sup> of April 2009 and Cutler Repaving, Inc. , signing by and through its representatives is duly authorized to execute same.

**CITY OF MARGATE**

ATTEST:

Leslie Rae Wallace  
City Clerk, Leslie Rae Wallace

Joseph Varsalione  
Vice Mayor, Joseph Varsalione

Francis J. Porcella  
City Manager, Francis J. Porcella

Resolution No. 11-447

Date: 4-15-09

I HEREBY CERTIFY that I have approved this Agreement as to form.

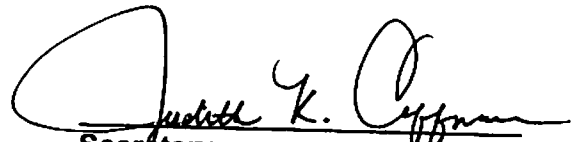
Eugene M. Steinfeld  
City Attorney, Eugene M. Steinfeld

# CONTRACTOR

FOR CORPORATION:

  
President

(CORPORATE SEAL)

  
Secretary

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE COMPLETED  
PROJECT FOR HOT IN PLACE ASPHALT – BID NO. 2009-010**



*City of Margate*  
*Hot in Place Asphalt*  
*Bid # 2009-010*  
*(Bids Received)*

*Date: April 1st, 2009*

*Time: 11:00AM*

*Name of Bidder:*

*1. Cutler Repaving Inc.*

*AB ✓*

NAME OF FIRM CUTLER REPAIRING, INC.  
ADDRESS 921 EAST 27TH ST LAWRENCE, KS 66046  
NAME OF SIGNER CHARLES R. VESKERNA  
TITLE OF SIGNER PRESIDENT (Print or Type)  
SIGNATURE Charles R. Veskers DATE April 1, 2009  
TELEPHONE NO 785-843-1524 FACSIMILE NO 785-843-3942

RID NO. 2009-010

**30. NOTICE TO PROCEED:** The contractor shall commence work within ten (10) days after receipt of Notice to Proceed from the Owner unless otherwise stated. After start of work Contractor to remain on site until work is completed.

**31. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation and expense of obtaining all insurance required. The City of Margate and Engineer shall be an additional insured under all policies required by this proposal. The successful bidder shall furnish to the Purchasing Manager, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 certificates of insurance which indicate the insurance coverage have been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on the accompanying Agreement.

**32. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this construction contract.

**33. IDENTICAL TIE BIDS:** Refer to Attachment - Drug Free Workplace Program Form

**34. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Margate employee is also an owner, corporate officer, or employee of their business.

Indicate either "Yes" (a city employee is also associated with your business), or "No". If "Yes", give person(s) name(s) and position(s) with your business.

NO  YES \_\_\_\_\_ NAME & POSITION \_\_\_\_\_

(Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112 313.)

**35. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstance has ceased to effect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order license, priority, seizure, requisition, or allocation, failure to delay of transportation shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

Note: The total bid price does not include any permit fees required by the City of Margate.

.....

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

NON-COLLUSION AFFIDAVIT ENCLOSED? YES  NO

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES  NO

SPECIFICATION SHEETS/BROCHURES? YES  NO

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE.



BIDDER'S GENERAL INFORMATION - BID NO. 2009-010

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 4 and 8 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 9 inclusive) is delivered to the OWNER.

(1) CONTRACTOR'S name and address

CUTLER REPAVING, INC.  
921 EAST 27TH ST  
LAWRENCE, KS 66046

(2) CONTRACTOR'S telephone number 785-843-1524

(3) CONTRACTOR'S license Primary classification HOT IN PLACE RECYCLING

State License Number FDOT CONTRACTOR PREQUALIFICATION Supplemental

classifications held, if any: MIAMI DADE COUNTY CONTRACTORS LICENSE E97300

Name of Licensee, if different from (1) above: JOHN MILLS VICE PRESIDENT

(4) A Broward County Engineering Contractor's License and/or the appropriate license issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with their bid proposal.

(5) Name of person who inspected site of proposed WORK for your firm:

Name: N/A Date of Inspection: N/A

(6) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract

GARY THOMPSON - THE HARTFORD  
7300 W 110TH ST # 400  
OVERLAND PARK, KS 66210

- (7) ATTACHED TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on site construction manager
- (8) ATTACHED TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.
- (8) List 3 projects completed as of recent date involving work of similar type and complexity

PROJECT NAME	CONTRACT PRICE	NAME, ADDRESS AND TELEPHONE NUMBER OF OWNER
HOT IN PLACE ASPHALT BID NO: 2008-02	3,757,006	CITY OF MARGATE
HOT IN PLACE RECYCLING PROGRAM C-0037-08(MK)	2,508,226	HILLSBOROUGH COUNTY 601 E KENNEDY BLVD TAMPA, FL 813-272-5790
2008 CITYWIDE HOT IN PLACE RECYCLING & REPAIRING CEBOOIS	2,632,326	CITY & COUNTY OF DENVER 1390 DECATUR DENVER, CO 720-865-6869

(9) Subcontractors: The Bidder further proposes that as part of their submittal attached is a list of subcontracting firms or businesses will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract:

*C & R Milling*  
*SIGNAL MAINTENANCE*  
*HIGH TECH STRIPING*

BID NO. 2009-010

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Cutler Repaving, Inc., 921 East 27th St., Lawrence, KS 66046 as Principal, and Hartford Fire Insurance Company, Hartford, CT 06115 as Surety, are held and firmly bound unto CITY OF MARGATE, hereinafter called "OWNER" in the sum of \$25,000.00 for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, said Principal has submitted a Bid to said Owner to perform the WORK required under the bidding schedule of the OWNER'S Contract Documents entitled:

HOT IN PLACE ASPHALT- BID NO. 2009-010

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of the agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court

SIGNED AND SEALED, this 1st day of April, 2009

Cutler Repaving, Inc. (SEAL) Hartford Fire Insurance Company (SEAL)  
(Principal) (Surety)

By: *Charles F. Williams*

By: *Judith A. Page*  
Judith A. Page, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115  
call 888-266-3488 or fax 860-757-5835

Agency Code: 37-281099

KNOW ALL PERSONS BY THESE PRESENTS THAT:

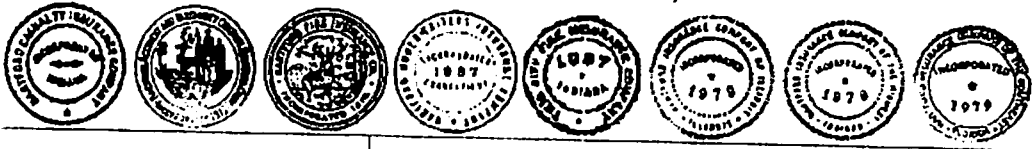
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert B Fiss, Scott H Fiss, Droste D Milledge, Melissa L. Ory, Patrice M Larsen, Judith A Page  
of  
Shawnee Mission, KS

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

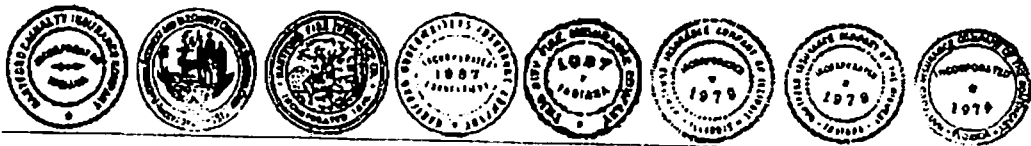
ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say, that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations, that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Scott E. Paszka*  
Scott E Paszka  
Notary Public  
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, and is in full force and effect as of *April 1, 2009*  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

REFERENCE SHEET

In order to receive Bid Award consideration on the proposed bid, it is a mandatory requirement that the following "Information Sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract

BIDDER (COMPANY NAME) CUTLER REPAVING, INC.

ADDRESS 921 EAST 27TH ST LAURENCE KS TELEPHONE NO: 785-843-1524  
66046

CONTACT PERSON BOB YESKERNA TITLE PRESIDENT

NUMBER OF YEARS IN BUSINESS 44

ADDRESS OF NEAREST FACILITY SAME AS ABOVE

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

- 1 Company Name: CITY OF MARGATE  
Address: 102 ROCK ISLAND Phone 954-972-8126  
Contact Person: SAM MAY Title: \_\_\_\_\_
- 2 Company Name: HILLSBOROUGH COUNTY  
Address: 601 E KENNEDY BLVD Phone 813-272-5912  
TAMPA, FL  
Contact Person: ROGER COX Title: JR PROFESSIONAL ENGINEER
- 3 Company Name: CITY & COUNTY OF DENVER  
Address: 1390 DECATIA DENVER, CO Phone: 720-365-6867  
Contact Person: BRIAN ROECKER Title P.E., P.T.O.E.

BID NO: 2009-010

CITY OF MARGATE  
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder, if the bid is made by a Corporation, then by its Chief Officer. This document must be submitted with the bid.

STATE OF KANSAS

SS

COUNTY OF DOUGLAS

being first duly sworn, deposes and says that CHARLES R. VESKERA

residing at 11814 PAWNEE LANE, and \_\_\_\_\_  
LEAWOOD, KS 66211

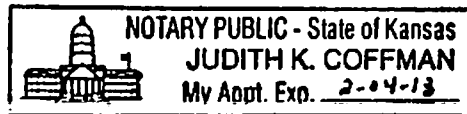
residing at \_\_\_\_\_ and \_\_\_\_\_

residing at \_\_\_\_\_ (is/are)

the only person(s) with (him/them) in the delivery of the materials bid upon or the services performed under these specifications, that the said bid is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said work; that the said contract is on (his/their) part in all respects fair and without collusion or fraud, and also that no head of any department or any employee therein, or any officer of the City of Margate is directly or indirectly interested therein.

BIDDER'S AUTHORIZED SIGNATURE Charles R. Vesker

Subscribed and sworn to before me this 30<sup>th</sup> day of March, 2009



BID NO: 2009-010

DRUG-FREE WORKPLACE PROGRAM FORM - BID NO. 2009-010

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

SIGNATURE OF BIDDER: Charles R. Wehrens DATE: April 1, 2009

**RUDY SANCHEZ**  
**2305 BROADWAY, S.E.**  
**ALBUQUERQUE, NM 87102**  
**785-766-4589**

## Employment

CUTLER REPAVING, INC. 1994-PRESENT  
921 E. 27<sup>TH</sup> STREET  
LAWRENCE, KS 66044-5449

- LABORER 1994-1995  
Performed duties finishing asphalt by hand with a rake and shovel.
- SCREEDMAN 1996-1997  
Controlled screed portion of the asphalt recycling process resulting in quality and depth of the finished mat.
- REPAVER OPERATOR 1998-1999  
Promoted to Repaving machine operator controlling all phases of the actual Repaving process, quality of mat, etc.
- REPAVING SUPERINTENDENT 1999-Present  
Responsible for paving production of a 12-15 man crew including all phases of paperwork, supervision, safety and quality control.

## Education

GENERAL EDUCATION GRADUATED 1984  
Albuquerque High School Albuquerque, NM

## Personal

- Birthdate: 5/18/67
- Single





## MATERIAL SAFETY DATA SHEET

### 1 CHEMICAL PRODUCT & COMPANY IDENTIFICATION

TRADE NAME(S)                    **HFE-300**  
CAS NUMBER                        **MIXTURE**  
SYNONYM(S)                        **ANIONIC ASPHALT EMULSION, HEAVY**  
MANUFACTURER/  
SUPPLIER                            **Holly Asphalt Company**  
    **P.O. Box 2209**  
    **Peoria, AZ 85380**

TELEPHONE NUMBERS - 24 HOUR ASSISTANCE  
EMERGENCY ASSISTANCE  
Call Chemtrec: 800-424-9300

TELEPHONE NUMBERS - GENERAL ASSISTANCE  
Product Information  
call Manufacturer: 623-939-3311

For technical assistance regarding this product, contact your local Holly Asphalt Company representative.

### 2 COMPOSITION / INFORMATION ON INGREDIENTS

Ingredient Name	CAS Number	Concentration*	Exposure Limits / Health Hazards
PETROLEUM ASPHALT	8052-42-4	50-80%	Asphalt Fumes: 0.5 mg/m3 8-Hour TWA (ACGIH)
PETROLEUM BITUMEN	8052-42-4	50-80%	Asphalt Fumes: 0.5 mg/m3 8-Hour TWA (ACGIH)
WATER	7732-18-5	5-50%	ND
PETROLEUM DISTILLATES	PROPRIETARY < 35 %	**	ND
POLYMER MODIFIER	PROPRIETARY 0 - 25 %		ND
SURFACTANTS	MIXTURE	0-7%	ND
EMULSIFIER	PROPRIETARY 0 - 4 %		ND
ADDITIVES	PROPRIETARY 0 - 3.5 %		ND

ND = No Data, NA = Not Applicable

Trade Name HFE-300

Printed On: 01/16/2006

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Ingredient Name	CAS Number	Concentration*	Exposure Limits / Health Hazards
THICKENER	PROPRIETARY	0 - 2 %	ND
VULCANIZING AGENT	PROPRIETARY	0 - 2 %	ND
STABILIZER	PROPRIETARY	0 - 1 %	ND
ANTI-STRIP	PROPRIETARY	0 - 1 %	ND
HYDROGEN SULFIDE	7783-06-4	< 1 %	20 ppm CEILING (OSHA) 10 ppm 8-Hour TWA (ACGIH) 15 ppm 15-Min STEL (ACGIH)

\*Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

The specific identities of some of the components of this product are being withheld as trade secrets. However, all pertinent hazards are addressed in this MSDS.

Asphalt products can contain hydrogen sulfide, because it is naturally occurring in crude oil from which asphalt is derived. Hydrogen sulfide can also be present as a by-product of asphalt processing.

\*\*Material may contain polycyclic aromatic hydrocarbons (PAHs).

### 3 HAZARDS IDENTIFICATION

#### EMERGENCY OVERVIEW

##### WARNING!

#### HEALTH HAZARDS

MAY BE SEVERELY IRRITATING TO THE SKIN AND EYES  
MAY BE IRRITATING TO THE RESPIRATORY TRACT  
MAY BE HARMFUL IF SWALLOWED OR ABSORBED THROUGH THE SKIN  
FUMES FROM HEATED MATERIAL MAY BE IRRITATING AND HAZARDOUS  
MAY CAUSE ALLERGIC SKIN REACTION  
OVEREXPOSURE MAY CAUSE CNS DEPRESSION  
ASPIRATION HAZARD IF SWALLOWED-CAN ENTER LUNGS AND CAUSE DAMAGE  
POTENTIAL REPRODUCTIVE HAZARD  
CONTAINS MATERIAL WHICH CAN CAUSE CANCER  
SEE "TOXICOLOGICAL INFORMATION" (SECTION 1.1) FOR MORE INFORMATION

#### FLAMMABILITY HAZARDS

UNDEFINED (FLASH POINT > 200 F)  
PER OSHA GUIDELINES, 29 CFR 1910.1200(c)

#### REACTIVITY HAZARDS

STABLE

#### POTENTIAL HEALTH EFFECTS, SKIN

SEVERELY IRRITATING. Contact may cause reddening, pain, itching, inflammation and possible tissue damage. Defatting agent.

Contains a component(s) that may cause allergic skin reactions in some individuals. May cause photoirritation in some individuals.

Absorption from prolonged or repeated skin contact may cause systemic toxicity.

Contact with heated material may cause thermal burns.

### **POTENTIAL HEALTH EFFECTS, EYE**

**SEVERELY IRRITATING.** Exposure to vapors, fumes or mists may cause irritation. Direct contact may cause pain, tears, burns, sensitivity to light, swelling and possible corneal damage. Prolonged or repeated exposure may cause irritation and conjunctivitis.

Contact with heated material may cause thermal burns, destruction of eye tissue and possible permanent injury or blindness.

### **POTENTIAL HEALTH EFFECTS, INHALATION**

Breathing of the mists, vapors or fumes may irritate the nose, throat and lungs. Symptoms may include sore throat, coughing, labored breathing, sneezing and burning sensation, depending on the concentration and duration of exposure. Fumes or vapors from the heated material may be irritating to the respiratory tract.

May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.

Components have been shown to be weak cardiac sensilizers which can result in cardiac arrhythmia and ventricular fibrillation.

May release hydrogen sulfide gas which is highly toxic. Hydrogen sulfide can cause respiratory paralysis and death, depending on the concentration and duration of exposure. Do not rely on ability to smell vapors, since odor fatigue rapidly occurs. Effects of overexposure include irritation of the nose and throat, nausea, vomiting, diarrhea, abdominal pain and signs of nervous system depression (e.g. headache, drowsiness, dizziness, loss of coordination and fatigue), irregular heartbeats, pulmonary edema, weakness and convulsions.

See Storage & Handling (Section 7) for more information.

Contains a component(s) which may cause allergic or asthma-like reactions in certain individuals.

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 1.1).

Other specific symptoms of exposure are listed under "Toxicological Information" (Section 1.1).

### **POTENTIAL HEALTH EFFECTS, INGESTION**

May cause severe irritation with intense burning of the mouth and throat followed by abdominal pain and distress, nausea, vomiting, and diarrhea. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see Inhalation section).

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 1.1).

Other specific symptoms of exposure are listed under "Toxicological Information" (Section 1.1).

## 4 FIRST AID MEASURES

### SKIN

For hot material, immerse or flush skin with large amounts of the coldest water possible. Cover with clean cotton sheeting or gauze. Remove clothing if not sticking to skin. DO NOT try to remove solidified material from the skin as the damaged flesh can be easily torn. DO NOT try to dissolve with solvents or thinners. GET IMMEDIATE MEDICAL ATTENTION.

For cold material, immediately wash skin with plenty of soap and water while removing contaminated clothing and shoes. Get medical attention if irritation persists.

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

### EYE

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. GET IMMEDIATE MEDICAL ATTENTION.

Burns due to contact with heated material require immediate medical attention.

### INHALATION

Safely remove the victim from exposure. DO NOT ATTEMPT TO RESCUE WITHOUT ADEQUATE PROTECTIVE GEAR AND PROPER TRAINING. Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

### INGESTION

Gastric lavage should be performed only by qualified medical personnel. If spontaneous vomiting occurs keep head below hips to prevent aspiration and monitor for breathing difficulty. Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

### NOTES TO PHYSICIAN

Gastric lavage may be indicated if ingested.

Anemia may require the usual supportive measures. Medical evaluation of acute overexposure should include hematological determinations until stable. In severe acute and chronic poisoning, both renal and hepatic damage may occur and should be anticipated in such cases. Respiratory and pulmonary problems may require special attention. After severe acute symptoms have been alleviated, it may be advisable to consider periodic monitoring of the patient until such time as the likelihood of other adverse effects can be discounted.

Hydrogen sulfide is primarily a respiratory toxin inhibiting the cytochrome oxidase system; it is probably more potent than HCl. The lifetime of sulfide in oxygenated blood is short and sulfmethemoglobin is rapidly detoxified by red blood cells and the liver. If nitrites have been used for detoxification, check methemoglobin levels. Follow fluid and electrolyte balance carefully since metabolic acidosis may occur from increased anaerobic metabolism. Watch for pulmonary edema and aspiration pneumonia during convalescence.

For skin contact with hot asphalt material, do not peel the solidified material from the skin, or use solvents such as gasoline, kerosene, or paint thinner to remove. Cooled asphalt may adhere so tenaciously to the skin that attempted removal may cause severe distress to the patient. Covering the affected area using commercially available preparations containing the emulsifying agent polysorbate (Tween 80), or an antibiotic cream in a polysorbate base is the most effective method to dissolve the solidified asphalt. Asphalt can also be slowly dissolved with vegetable oil, baby oil or mineral oil.

If spontaneous vomiting has occurred after ingestion, the patient should be monitored for difficult breathing, as adverse effects of aspiration into the lungs may be delayed up to 48 hrs.

## 5 FIRE FIGHTING MEASURES

### HAZARDOUS COMBUSTION PRODUCTS

Combustion may produce COx, NOx, SOx, reactive hydrocarbons, hydrogen sulfide and irritating vapors.

### EXTINGUISHING MEDIA

Use water spray, dry chemical, alcohol foam, all purpose AFFF or carbon dioxide to extinguish fire.

### BASIC FIRE FIGHTING PROCEDURES

Material will burn in a fire. Exercise extreme care when using water spray on asphalt tank fires. When water is mixed with hot asphalt, steam may rapidly develop resulting in violent asphalt foaming and possible tank eruptions from increased pressure.

Evacuate area and fight fire from a safe distance.

Use water spray to cool adjacent structures and to protect personnel. Shut off source of flow if possible. Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.

Firefighters must wear MSHA/NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

### UNUSUAL FIRE & EXPLOSION HAZARDS

Hydrogen Sulfide can react with the iron in an asphalt storage tank to form iron sulfide. Iron Sulfide is pyrophoric. When exposed to air, iron sulfide is capable of igniting spontaneously.

Flash Point	> 212 °F (>100 °C)
Autoignition Temperature	ND
Flammability Limits in Air, Lower, % by Volume	ND
Flammability Limits in Air, Upper, % by Volume	ND

## 6 ACCIDENTAL RELEASE MEASURES

### EMERGENCY ACTION

Eliminate and/or shut off ignition sources and keep ignition sources out of the area. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. Isolate for 1/2 mile in all directions if tank, rail car or tank truck is involved in fire. Evacuate area endangered by release as required. (See Exposure Control/Personal Protection - Section 8).

### ENVIRONMENTAL PRECAUTIONS

If product is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released product. Notify local authorities and the National Response Center, if required.

### SPILL OR LEAK PROCEDURE

Keep unnecessary people away. Isolate area for at least 50-100 meters (160-330 feet) to preserve public safety. For large spills, consider initial evacuation for at least 300 meters (1 000 feet).

Keep ignition sources out of area and shut off all ignition sources. For spills on land, dike ahead of spill to contain. Scrape up spilled material for disposal. To reclaim, mix with gravel, dirt or rock. For spills on water, contain as much as possible with booms and begin recovery as soon as possible. If material sinks or becomes dispersed, consult with local, state and regional authorities for approved clean up procedures. Stop leak when safe to do so.

See Exposure Controls/Personal Protection (Section 8).

## 7 HANDLING & STORAGE

### HANDLING

Ground lines and equipment used during transfer to reduce the possibility of static spark-initiated fire or explosion. Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not heat to temperatures above the boiling point of water (approximately 212 F or 100 C).

Do not eat, drink or smoke in areas of use or storage.

### STORAGE

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers. Empty containers may contain product residue. Do not reuse without adequate precautions.

Hydrogen sulfide can build up in the head space of storage vessels containing any type of asphalt product. Use appropriate respiratory protection to prevent exposure. See Exposure Controls/Personal Protection (Section 8).

When entering a storage vessel that has previously contained any type of asphalt product, it is recommended that the atmosphere be monitored for the presence of hydrogen sulfide. See Composition Information (Section 2) for exposure limits.

## 8 EXPOSURE CONTROLS / PERSONAL PROTECTION

### ENGINEERING CONTROLS

Ventilation and other forms of engineering controls are the preferred means for controlling exposures.

Consult NIOSH (National Institute for Occupational Safety and Health) for more information on guidelines for engineering controls for asphalt pavers.

### EYE PROTECTION: PERSONAL PROTECTION EQUIPMENT (PPE)

Keep away from eyes. Eye contact can be avoided by wearing a face shield and safety glasses with side shields, or a face shield and safety goggles.

### SKIN PROTECTION: PERSONAL PROTECTION EQUIPMENT (PPE)

Use appropriate chemical protective gloves when handling at room temperature. Use gloves that protect against thermal burns when handling at high temperatures. At a minimum, wear long-sleeved cotton shirt buttoned at the collar and full-length cotton pants. Synthetic fibers tend to melt and adhere to the skin when heated. Do not fold back or roll up cuffs. Additional protection may be necessary to prevent skin contact including use of apron, armcovers, face shield, or boots.

Strict hygiene practices are essential.

### RESPIRATORY PROTECTION: PERSONAL PROTECTION EQUIPMENT (PPE)

Inhalation of mists and vapors should be avoided at all times.

A NIOSH/MSHA approved air purifying respirator with an appropriate cartridge, canister, and/or filter may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. The use of air purifying respirators is not recommended where hydrogen sulfide levels may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection.

## 9 PHYSICAL & CHEMICAL PROPERTIES

### ODOR AND APPEARANCE

DARK BROWN WATER-BASED LIQUID WITH MUSTY ODOR

## 13 DISPOSAL CONSIDERATIONS

### WASTE DISPOSAL

This product, as supplied, when discarded or disposed of, may be a hazardous waste according to Federal regulations (40 CFR 261). Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user of the product to determine, at the time of disposal, whether the material is a hazardous waste subject to RCRA.

The transportation, storage, treatment and disposal of RCRA waste material must be conducted in compliance with 40 CFR 262, 263, 264, 268 and 270. Disposal can occur only in properly permitted facilities. Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Disposal of this material must be conducted in compliance with all federal, state and local regulations.

## 14 TRANSPORT INFORMATION

### BILL OF LADING - BULK (U. S. DOT)

ND

See Bill of Lading for proper shipping description, or consult 49 CFR 172.101 for specific shipping information.

## 15 REGULATORY INFORMATION

### FEDERAL REGULATIONS

All ingredients are on the TSCA inventory or are not required to be listed on the TSCA inventory.

A release of this product, as supplied, is exempt from reporting under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) by the petroleum exclusion. Releases may be reportable to the National Response Center (800-424-8802) under the Clean Water Act, 33 U.S.C. 1321 (b)(3) and (5). Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Failure to report may result in substantial civil and criminal penalties.

This product contains one or more components designated as hazardous substances or toxic pollutants pursuant to the Federal Clean Water Act (40 CFR 116.4 Table A; 40 CFR 401.15). Any unpermitted introduction of this product into a facility stormwater or wastewater discharge may constitute a violation of the Clean Water Act. Facilities must notify the appropriate permitting agency prior to introducing this product into the aforementioned discharges.

This product contains one or more substances listed as hazardous, toxic or flammable air pollutants under Section 112 of the Clean Air Act.

There may be specific regulations at the local, regional or state/provincial level that pertain to this product.

### STATE REGULATIONS

**WARNING:** This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

### SARA TITLE III RATINGS

Immediate Hazard:	Y	Delayed Hazard:	Y	Fire Hazard:		Pressure Hazard:	
Reactivity Hazard:	-						

### NFPA RATINGS

Health	1	Flammability	1	Reactivity	0	Special Hazards	0
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### HMIS RATINGS \* - Indicates chronic health hazard

Health	2*	Flammability	1	Reactivity	0
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## 16 OTHER INFORMATION

ND = No Data, NA = Not Applicable

Printed On: 01/16/2006

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Trade Name HFE-300

**DISCLAIMER**

NOTICE: The information presented herein is based on data considered to be accurate as of the date of preparation of this Material Safety Data Sheet. However, MSDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license. In addition, no responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product.

Current Revision Date: 16 February 2005

Replaces Sheet Dated: 2 August 2002





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

AI-656

County Administrator's Report Item #: 12. 20.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Street Lighting on Northpointe Parkway, from Briar Oak Drive to Scenic Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize Gulf Power Corporation to provide and install five street lights on Northpointe Parkway, between Briar Oak Drive and Scenic Highway, to address citizen safety concerns. The utilization cost for the five lights is \$105 per month. Gulf Power Corporation will install the street lights within 30 days of Board authorization.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 270201 "Traffic Operations and Planning," Object Code 54301 "Utility Services"]

**BACKGROUND:**

The request for street lighting at this location was submitted by Mrs. Sue Ritchie. Transportation & Traffic Operations Division staff evaluated this request according to Board Policy, Section III, Part A. 24 - Street Lighting. The findings of this evaluation indicate street lighting is justified.

**BUDGETARY IMPACT:**

Sufficient funds are available in Fund 175 "Transportation Trust Fund," Cost Center 270201 "Traffic Operations and Planning," Object Code 54301 "Utility Services", to cover the cost for the remainder of the fiscal year. (\$105 per month for five street lights at this location.) This additional cost (\$105/monthly) will be included in the budget request for FY 2011/2012.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No personnel impact is anticipated as a result of this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The street lighting policy specifies criteria to evaluate for lighting justification. A technical memorandum is on file in the County Engineer's office stating the nature of the request, findings, and recommendation.

**IMPLEMENTATION/COORDINATION:**

Upon Board authorization, the lights will installed within 30 days by Gulf Power Corporation.

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**Attachments**

Northpointe Pkwy Map

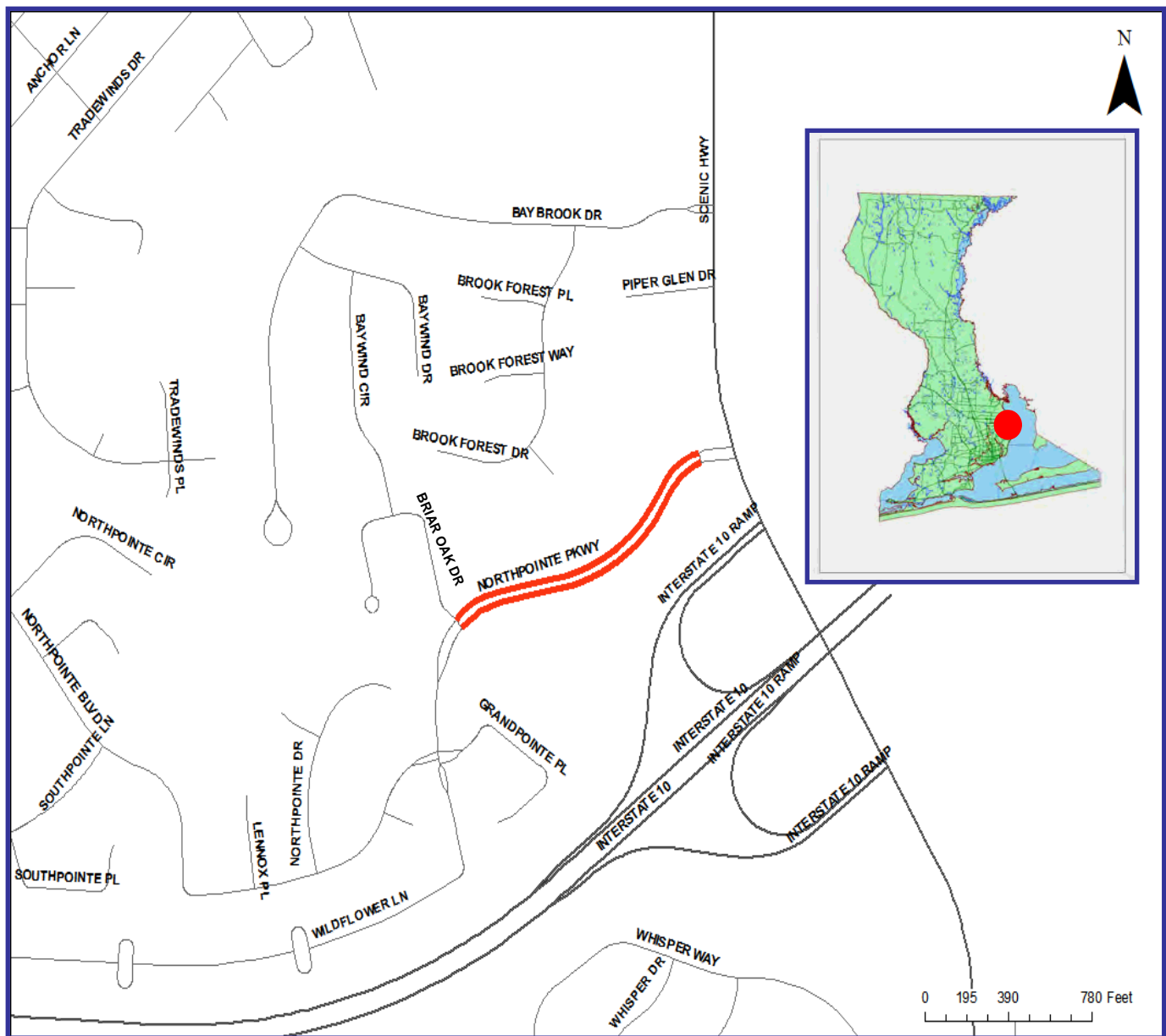
Northpointe Pkwy Analysis

Street Lighting Policy

# LOCATION MAP NORTHPOINTE PARKWAY

## ROADWAY LIGHTING PROJECT

### BRIAR OAK DRIVE – SCENIC HIGHWAY



# NORTHPOINTE PARKWAY

BRIAR OAK DRIVE – SCENIC HIGHWAY

## *ROADWAY LIGHTING COST BENEFIT ANALYSIS*



**ESCAMBIA COUNTY**  
**OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS**

## Northpointe Parkway Roadway Lighting Evaluation

### **Background:**

The purpose of this report is to document an evaluation of the subject portion of Northpointe Parkway in respect to the location's night time traffic safety history and it's potential to qualify for roadway lighting provided by Escambia County's Roadway Lighting Policy. This evaluation is performed upon request from citizens through the District 4 Commissioner's Office in response to a 'near incident' on Northpointe Parkway involving an elderly pedestrian reported to the Traffic Office in September of 2010.

### **Procedure:**

Review of the subject portion of roadway's safety history will be performed specifically focusing on crashes occurring during night time or 'unlit' conditions. Per the FHWA's and Department of Transportation's publication *Manual on Uniform Traffic Studies*, a warrant methodology is provided to help determine if roadway lighting is recommended based on the roadway's geometry, safety history, and traffic volumes. These items are factored into a cost-benefit analysis the product of which is used to indicate if roadway lighting is a cost-effective, traffic safety countermeasure and should be provided at the candidate location.

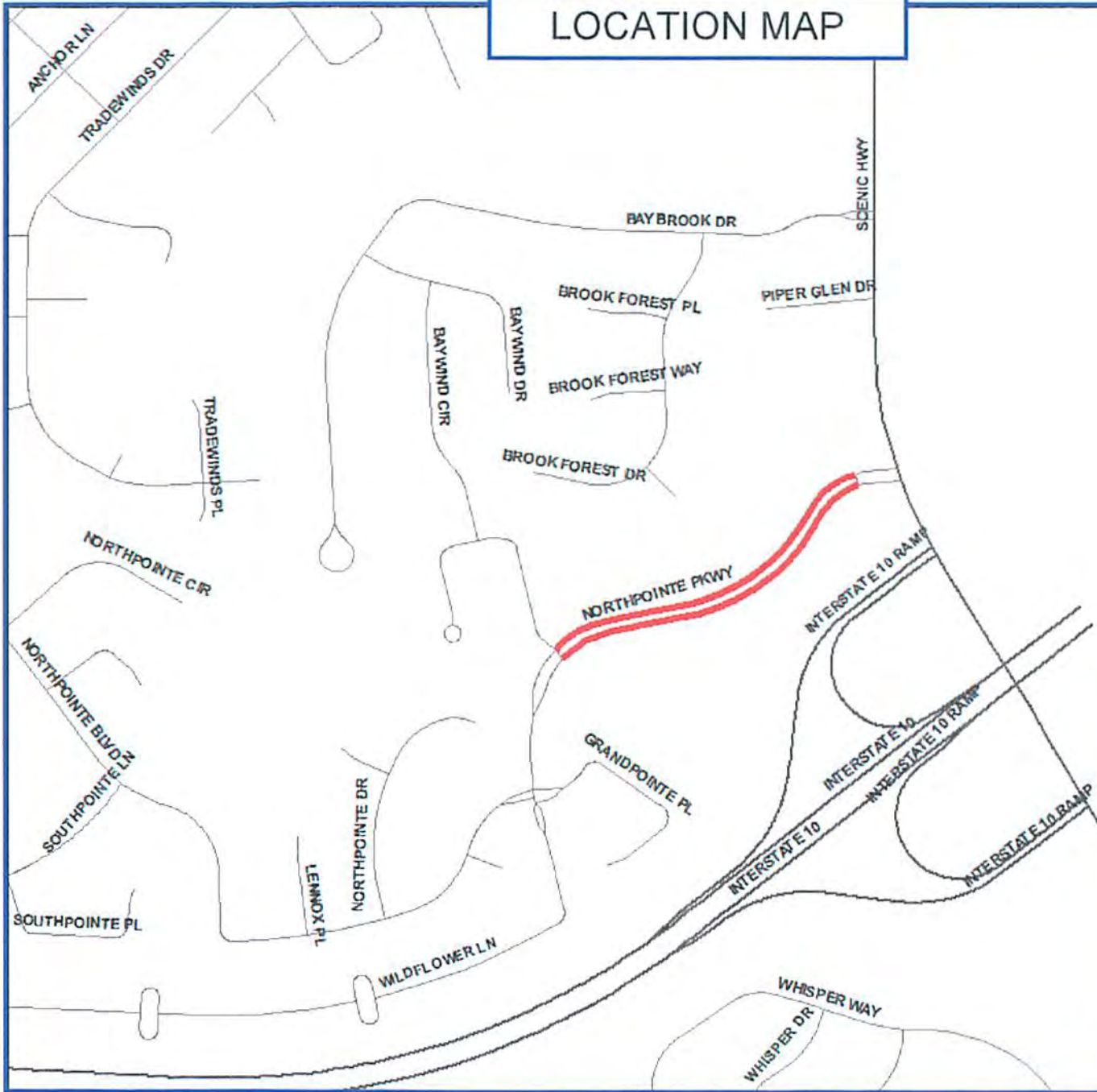
### **Findings:**

- The crash rate for the subject portion of roadway is determined to be approximately 4.86 crashes per million vehicle miles traveled. This is over 3 times higher than the average crash rate for all roads in Escambia County at approximately 1.37 crashes per million vehicle miles.
- 83% of the crashes experienced on the subject portion of roadway occurred during 'unlit' conditions.
- The product of a cost benefit analysis greater than 1.0 suggests that the candidate location satisfies the County's standard policy or practice and would benefit from the installation of incandescent roadway lighting supplied by Gulf Power on an annual lease basis.
- The product of a cost benefit analysis less than 1.0 suggests that the subject is not a candidate for the installation of Solar Powered Roadway Lighting if initially purchased in full and maintained by Escambia County.

**Recommendation:** Consider installation of Roadway Lighting on an annual lease basis from Gulf Power on subject portion of Northpointe Parkway.



# LOCATION MAP



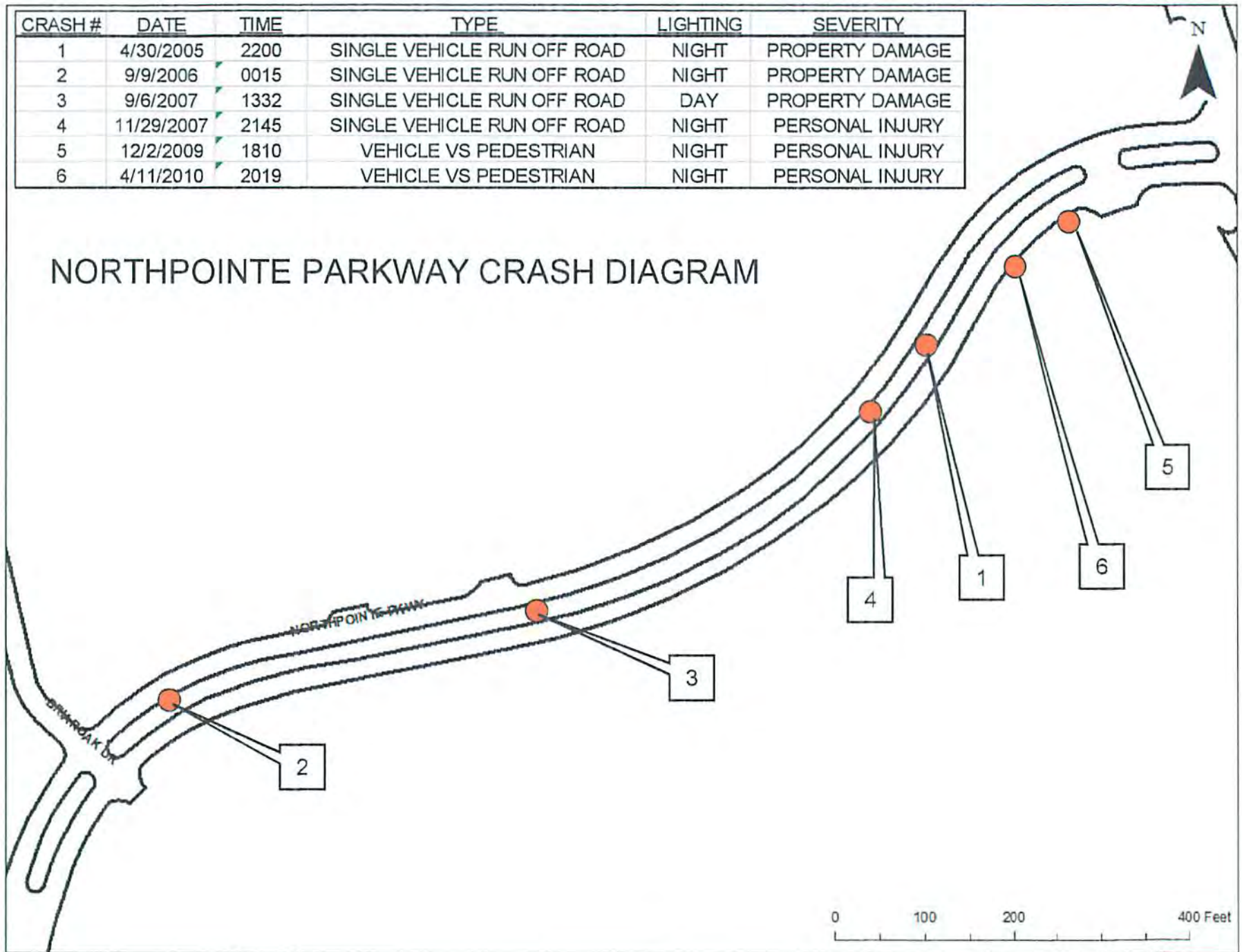
## ESCAMBIA COUNTY



SUBJECT AREA

CRASH #	DATE	TIME	TYPE	LIGHTING	SEVERITY
1	4/30/2005	2200	SINGLE VEHICLE RUN OFF ROAD	NIGHT	PROPERTY DAMAGE
2	9/9/2006	0015	SINGLE VEHICLE RUN OFF ROAD	NIGHT	PROPERTY DAMAGE
3	9/6/2007	1332	SINGLE VEHICLE RUN OFF ROAD	DAY	PROPERTY DAMAGE
4	11/29/2007	2145	SINGLE VEHICLE RUN OFF ROAD	NIGHT	PERSONAL INJURY
5	12/2/2009	1810	VEHICLE VS PEDESTRIAN	NIGHT	PERSONAL INJURY
6	4/11/2010	2019	VEHICLE VS PEDESTRIAN	NIGHT	PERSONAL INJURY

## NORTHPOINTE PARKWAY CRASH DIAGRAM



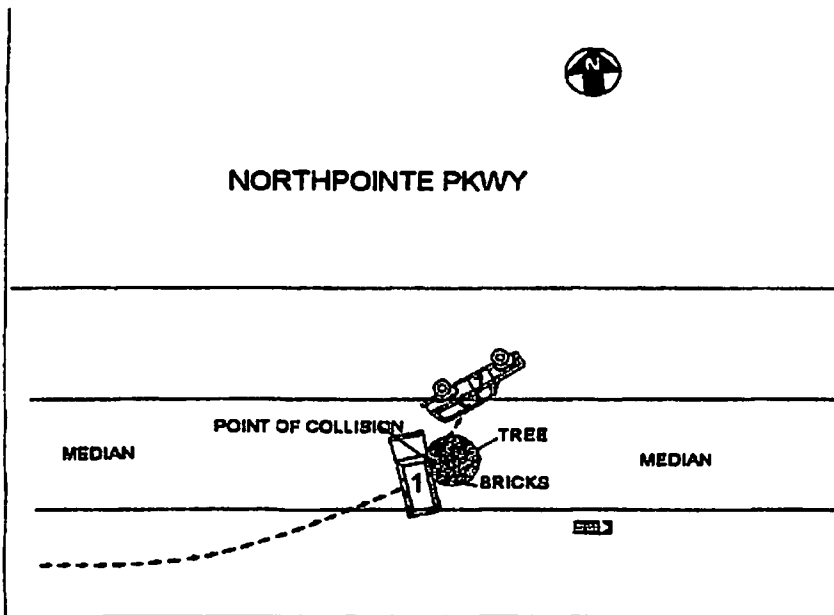
# CRASH #1 - REPORT DETAILS

Time & Location	DATE OF CRASH <b>4/30/2005</b>		TIME OF CRASH <b>10:00</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		TIME OFFICER NOTIFIED <b>10:02</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		TIME OFFICER ARRIVED <b>10:18</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		OFFICER REPORT NUMBER <b>FHPA05OFF018862</b>		72539983	
	COUNTY / CITY CODE <b>09 / 00</b>		FEET of MILES <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		CITY OR TOWN <b>PENSACOLA</b>		(Check if in City or Town) <input type="checkbox"/>		COUNTY <b>ESCAMBIA</b>			
	AT NODE NO. or FEET of MILES		FROM NODE NO.		NEXT NODE NO.		NO. OF LANES <b>2</b>		<input type="checkbox"/> 1 DIVIDED <input type="checkbox"/> 2 LANES		ON STREET, ROAD OR HIGHWAY <b>NORTHPOINTE PKWY</b>	
	AT THE INTERSECTION OF (street, road or highway) or FEET or MILES		FROM INTERSECTION OF (street, road or highway)		<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W		SCENIC HWY					

TIME EMS NOTIFIED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	TIME EMS ARRIVED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF CRASH <b>4/30/2005</b>	COUNTY / CITY CODE <b>09 / 00</b>	OFFICER REPORT NUMBER <b>FHPA05OFF018862</b>	72539983
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(NARRATIVE)

VEHICLE 1 WAS TRAVELING EAST ON NORTHPOINTE PKWY. DRIVER 1 WAS TRAVELING AT AN UNSAFE SPEED FOR CONDITIONS. DRIVER 1 FAILED TO MAINTAIN CONTROL OF THE VEHICLE. VEHICLE 1 ROTATED COUNTER CLOCKWISE A QUARTER OF A TURN LEAVING THE ROADWAY ONTO THE CENTER MEDIAN. THE RIGHT SIDE OF VEHICLE 1 COLLIDED WITH A ROLL OF BRICKS SURROUNDING A PALM TREE. THIS ACTION CAUSED VEHICLE 1 TO ROLL OVER COLLIDING THE RIGHT SIDE OF VEHICLE 1 WITH A PALM TREE. VEHICLE 1 CAME TO REST ON ITS RIGHT SIDE FACING NORTH. DRIVER 1 LEFT THE SCENE WESTBOUND ALONG NORTHPOINTE PKWY. TWO WITNESSES AND PASSENGER #1 IDENTIFIED THE DRIVER BY HIS PICTURE OFF THE D.A.V.I.D. SYSTEM.





# FLORIDA TRAFFIC CRASH REPORT LONG FORM

MAIL TO: DEPT. OF HIGHWAY SAFETY & MOTOR VEHICLES, TRAFFIC CRASH RECORDS, 901 N. FLORIAN BUILDING, TALLAHASSEE, FL 32304-0007

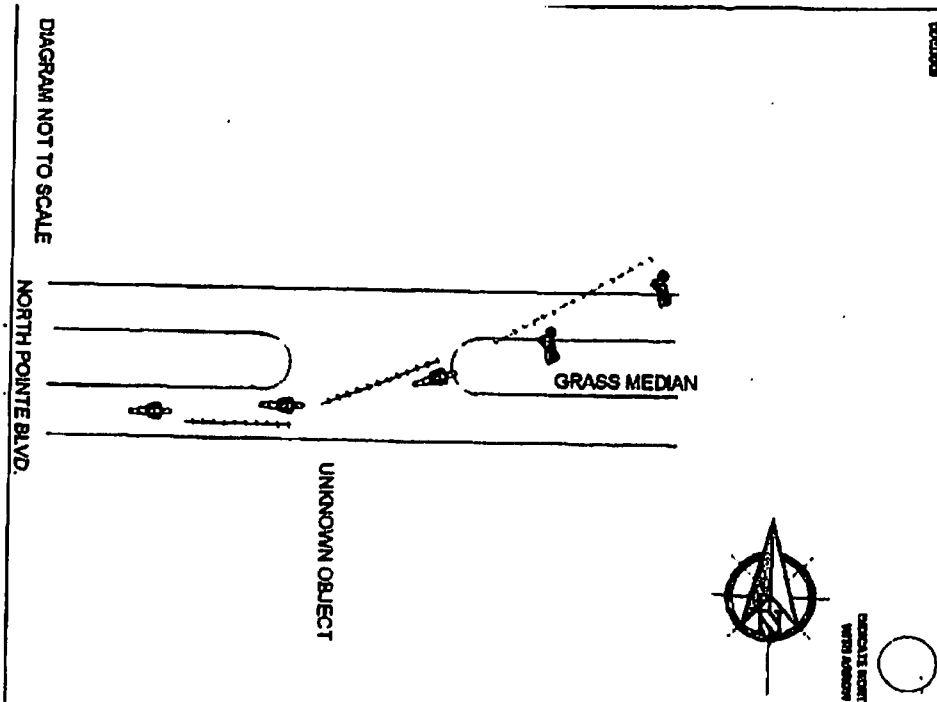
DO NOT WRITE IN THIS SPACE

Time & Location	DATE OF CRASH 9/9/2006	TIME OF CRASH 12:15 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	TIME OFFICER NOTIFIED 12:42 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	TIME OFFICER ARRIVED 12:59 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	INVEST. AGENCY REPORT NUMBER FHPA06OFF038859	DEPT. CRASH REPORT NUMBER 76834758
	COUNTY / CITY CODE 09 / 00	FEET of (MILE(S))	CITY OR TOWN FERRY PASS			COUNTY <input checked="" type="checkbox"/> Escambia
	AT THE INTERSECTION OF (Street, Road or Highway) or	FEET of (MILE(S))	FROM ROAD NO.	ROAD NO. NO.	NO. OF LANES 2	<input type="checkbox"/> DIVIDED <input checked="" type="checkbox"/> UNDIVIDED
	AT THE INTERSECTION OF (Street, Road or Highway) or	FEET of (MILE(S))	FROM INTERSECTION OF (Street, Road or Highway) PRIAROCK DR.			

TIME THIS NOTIFIED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	TIME THIS ARRIVED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF CRASH 9/9/2006	COUNTY / CITY CODE 09 / 00	INVEST. AGENCY REPORT NUMBER FHPA06OFF038859	DEPT. CRASH REPORT NUMBER 76834758
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(NARRATIVE)

VEHICLE 1 WAS EAST BOUND ON NORTHPOINTE PARKWAY. VEHICLE 1 WAS APPROACHING CURVE. VEHICLE 1 STRUCK AN OBJECT IN THE ROADWAY. THE DRIVER OF VEHICLE 1 APPLIED HIS BRAKES AND THIS CAUSED VEHICLE 1 TO OVERTURN ON IT'S SIDE. VEHICLE 1 SLID ACROSS A GRASS MEDIAN AND ACROSS THE WEST BOUND LANE OF NORTHPOINTE PARKWAY. VEHICLE 1 HAD BEEN MOVED FROM FINAL POSITION OF REST PRIOR TO THIS INVESTIGATORS ARRIVAL.



CRASH #2 – REPORT DETAILS

# CRASH #4 - REPORT DETAILS

## FLORIDA TRAFFIC CRASH REPORT LONG FORM

MAIL TO: DEPT. OF HIGHWAY SAFETY & MOTOR VEHICLES, TRAFFIC CRASH RECORDS, 861 N. HIGHWAY BUILDING, TALLAHASSEE, FL 32304-0037

DO NOT WRITE IN THIS SPACE

Time & Location	DATE OF CRASH <b>11/29/2007</b>	TIME OF CRASH <b>09:45</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	TIME OFFICER NOTIFIED <b>9:51</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	TIME OFFICER ARRIVED <b>9:52</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	INVEST. AGENCY REPORT NUMBER <b>FHPA07OFF049735</b>	HSLEV CRASH REPORT NUMBER <b>76839848</b>	
	COUNTY / CITY CODE <b>09 / 00</b>	FEET <input type="checkbox"/> MILE(S) <input type="checkbox"/>	CITY OR TOWN <b>PENSACOLA</b>		COUNTY <input type="checkbox"/> Escambia		
	AT NODE NO. <input type="checkbox"/>	FEET <input type="checkbox"/> MILE(S) <input type="checkbox"/>	FROM NODE NO. <input type="checkbox"/>	NEXT NODE NO. <input type="checkbox"/>	NO. OF LANES <b>2</b>	ROAD STREET, ROAD OR HIGHWAY <b>NORTHPOINTE PARKWAY</b>	
	AT THE INTERSECTION OF (Street, Road or Highway) <input type="checkbox"/>		FEET <input type="checkbox"/> MILE(S) <input type="checkbox"/>	FROM INTERSECTION OF (Street, Road or Highway) <input type="checkbox"/>		<b>SCENIC HIGHWAY SR 10A</b>	

TIME EMS NOTIFIED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	TIME EMS ARRIVED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF CRASH <b>11/29/2007</b>	COUNTY / CITY CODE <b>09 / 00</b>	INVEST. AGENCY REPORT NUMBER <b>FHPA07OFF049735</b>	HSLEV CRASH REPORT NUMBER <b>76839848</b>
(NARRATIVE)					
V-1 WAS TRAVELING EASTBOUND ON NORTHPOINTE PARKWAY AT A HIGH RATE OF SPEED. V-1 PASSENGER STATED D-1 WAS DRIVING RECKLESSLY BY DRIVING INTO THE GRASS OFF THE ROADWAY AND SPINNING THE TIRES. IN THE CURVE JUST WEST OF SCENIC HIGHWAY D-1 LOST CONTROL OF HIS VEHICLE. V-1 LEFT THE ROAD TO THE SOUTHEAST AND OVER CORRECTED TO THE NORTHEAST. V-1 ROTATED COUNTER CLOCKWISE AND SLID SIDWAYS INTO A GRASS MEDIAN. THE FRONT RIGHT SIDE OF V-1 STRUCK A TREE AND BRICK LANDSCAPING.					
D-1 APPEARED EXTREMELY INTOXICATED. WHEN I WALKED UP TO D-1 AND ASKED IF HE WAS O.K. HE REPLIED " I DRANK TOO MUCH AND WAS GOING TO FAST. AND HIT A TREE"					
D-1 CONSENTED TO A BLOOD DRAW. A WARRANT WILL BE COMPLETED FOR D-1 WHEN HIS BLOOD RESULTS ARE RETURNED FROM F.D.I.E					
D-1 WAS INVOLVED IN A SINGLE VEHICLE HIT AND RUN CRASH WITH THIS SAME VEHICLE ON 10/29/07 IN THE SAME AREA OF NORTHPOINTE PARKWAY. D-1 ADMITTED TO DRIVING HIS TRUCK ON 10/29/07 DATE AND STATED HE FLED THE SCENE ON FOOT.					

WITNESS NAME (1) <b>JOSHUA POWELL 8069 BAYWIND CIR PENSACOLA FL 32514</b>		CITY & STATE <b>FL</b>		ZIP CODE <b>32514</b>		WITNESS NAME (2) <b>ADAM HEMBROUGH 127 WILDFLOWER LN PENSACOLA FL 32514</b>		CITY & STATE <b>FL</b>		ZIP CODE <b>32514</b>	
FIRST AID GIVEN BY - NAME: <b>ESCAMBIA EMS</b>		1 Physician or Nurse 2 Paramedic or EMT 3 Police Officer 4 Certified 1st Aider 5 Other		MAJURED TAKEN TO: <b>02 SACRED HEART HOSPITAL</b>		BY - NAME: <b>EMS</b>					
WAS INVESTIGATION MADE AT SCENE? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>		IF NO, THEN WHERE?		IS INVESTIGATION COMPLETE? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>		IF NO, THEN WHY?		DATE OF REPORT <b>11/29/2007</b>		PHOTOS TAKEN? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>	
INVESTIGATOR - NAME & SIGNATURE <b>ON / CLEMENS</b>				ID / BADGE NUMBER <b>2127</b>		DEPARTMENT <b>FHP</b>		IF YES, BY WHOM? 1 INVEST. AGENCY <input type="checkbox"/> 2 OTHER <input type="checkbox"/>			
								FHP <input checked="" type="checkbox"/> SO <input type="checkbox"/> CPD <input type="checkbox"/> OTHER <input type="checkbox"/>			

# CRASH #5 - REPORT DETAILS

Time & Location	DATE OF CRASH <b>12/2/2009</b>	TIME OF CRASH <b>06:10</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	TIME OFFICER NOTIFIED <b>6:19</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	TIME OFFICER ARRIVED <b>6:25</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	INVEST. AGENCY REPORT NUMBER <b>FHPA09OFF049775</b>	HS&V CRASH REPORT NUMBER <b>77088244</b>	
	COUNTY / CITY CODE <b>09 / 00</b>	FEET or MILE(S) <b>6</b>	DIRECTION <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		CITY OR TOWN <b>PENSACOLA</b>	COUNTY <b>Escambia</b>	
	AT NODE NO. or	FEET or MILE(S)	FROM NODE NO.	NEXT NODE NO.	NO. OF LANES <b>2</b>	<input type="checkbox"/> 1 DIVIDED <input checked="" type="checkbox"/> 2 UNDIVIDED	ON STREET, ROAD OR HIGHWAY <b>NORTHPOINTE BLVD</b>
	AT THE INTERSECTION OF (street, road or highway) or		FEET <b>150</b>	MILE(S)	FROM INTERSECTION OF (street, road or highway) <b>US 90 (SR-10A/SCENIC HWY)</b>		

TIME EMS NOTIFIED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	TIME EMS ARRIVED (FATALITIES ONLY) <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF CRASH <b>12/2/2009</b>	COUNTY / CITY CODE <b>09 / 00</b>	INVEST. AGENCY REPORT NUMBER <b>FHPA09OFF049775</b>	HS&V CRASH REPORT NUMBER <b>77088244</b>
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(NARRATIVE)

**PEDESTRIAN DRAPER STATED HE WAS STANDING ON THE SHOULDER OF NORTHPOINTE BLVD.. DRAPER STATED A BLACK MAZDA SEDAN STRUCK HIM WITH THE FRONT OF V-1. THE SHOULDER WAS DIRT AND NO TIRE PRINTS COULD BE FOUND AS EVIDENCE. CLOSE TO WHERE HE WAS LAYING WAS A LARGE VERTICAL OPEN CULVERT WITH BLOOD STAINS ON IT. A LOCAL STORE HAD REFUSED TO SELL HIM ANYMORE ALCOHOL, AND ATTEMPTED TO DRIVE HIM HOME. THE HOMEOWNER REFUSED TO TAKE HIM SO HE WAS DRIVEN BACK TO THE STORE. WITNESS MULLIKIN SAW HIM ON THE SHOULDER AND CALLED FHP. DEPUTY J FLANAGIN 260 WITH THE ESCAMBIA COUNTY SHERIFF'S DEPARTMENT MADE ARRANGEMENTS TO PARK HIS VEHICLE AND HANDLE THE CASE. FHP WAS LATER CONTACTED AGAIN WHEN HE DESCRIBED THE VEHICLE. THIS CASE IS CLOSED UNTIL FURTHER DETAILS CAN BE OBTAINED. VEHICLE MOVEMENT: #1 #77 UNKNOWN. CONTRIBUTING CAUSE: #77 #1 UNKNOWN. POINT OF COLLISION: DRAKER STATED SHOULDER. COULD HAVE BEEN ON ROAD. PEDESTRIAN ACTION: #88 UNKNOWN. FIRST HARMFUL EVENT: #77 #1 UNKNOWN. CONTRIBUTING CAUSE: PEDESTRIAN UNKNOWN.**

WITNESS NAME (1) <b>TELICE MULLIKIN</b>	CURRENT ADDRESS <b>1450 ACORN LN</b>	CITY & STATE <b>PENSACOLA FL</b>	ZIP CODE <b>32514</b>	WITNESS NAME (2) <b>DEP J FLANAGIN</b>	CURRENT ADDRESS <b>260 1700 W LEONARD ST</b>	CITY & STATE <b>PENSACOLA FL</b>	ZIP CODE <b>32501</b>
FIRST AID GIVEN BY - NAME <b>STATION 7 / MED 380</b>		1 Physician or Nurse 2 Paramedic or EMT 3 Police/Officer 4 Certified 1st Aider 5 Other		INJURED TAKEN TO: <b>WEST FLORIDA HOSPITAL</b>		BY - NAME: <b>EMS</b>	
WAS INVESTIGATION MADE AT SCENE? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/> (IF NO, THEN WHERE?)		IS INVESTIGATION COMPLETE? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/> (IF NO, THEN WHY?)		DATE OF REPORT <b>12/2/2009</b>		PHOTOS TAKEN? 1 YES <input checked="" type="checkbox"/> 2 NO <input type="checkbox"/>	
INVESTIGATOR - RANK & SIGNATURE <b>TPR J. M. POWERS</b>			ID / BADGE NUMBER <b>1551/2260</b>	DEPARTMENT <b>FHP</b>		IF YES, BY WHOM? 1 INVEST. AGENCY <input type="checkbox"/> 2 OTHER <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

TIME & LOCATION							
Date of Crash 11/Apr/2010	Time of Crash 06:19 PM	Time Officer Notified 06:22 PM	Time Officer Arrived 06:38 PM	Invest Agency Report Number FHPA10OFF013800	HSMV Crash Report Number 77092420		
County Code/09	City Code/00	Feet or Mile(s) 1	Direction of N	City or Town PENSACOLA		(check if in City or Town) <input type="checkbox"/>	County Escambia
At Node No. or	Foot or Mile(s)	From Node No.	Next Node No.	No. of Lanes 2	1 Divided 2 Undivided		On Street, Road or Highway NORTHPOINTE PKWY
At The Intersection Of (street, road or highway) or			Foot or Mile(s) 300	Direction W	From Intersection Of (street, road or highway) SCENIC HIGHWAY		

**FLORIDA TRAFFIC CRASH REPORT  
NARRATIVE/DIAGRAM**

MAIL TO DEPT. HIGHWAY SAFETY & MOTOR VEHICLES, TRAFFIC CRASH RECORDS, NEIL WALKMAN BUILDING, TALLAHASSEE, FL 32399-0507

DO NOT WRITE IN THIS SPACE

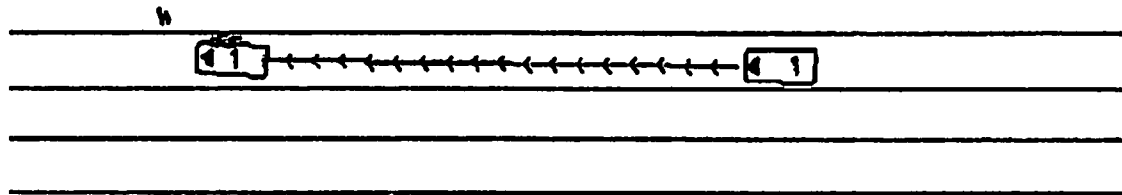
Time EMS Notified (Fatalities Only)	Time EMS Arrived (Fatalities Only)	Date Of Crash 11/Apr/2010	County/ City Code 09 00	Invest Agency Report Number FHPA10OFF013800	HSMV Crash Report Number 77092420
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(Narrative)

PEDESTRIANS 2, 3, AND 4 WERE TRAVELING EAST ON NORTHPOINTE PARKWAY IN THE RIGHT LANE NEXT TO THE CURB WEST OF SCENIC HIGHWAY. V1 WAS TRAVELING EAST ON NORTHPOINTE PARKWAY. V1 RIGHT SIDE STRUCK P2 AND P3. P4 WAS IN FRONT OF THE OTHER PEDESTRIANS AND WAS NOT STRUCK. V1 LEFT THE SCENE. V1 WAS A BLUE PASSENGER CAR.

Witness Name <b>VERONICA WILLIAMS</b>		Current Address <b>6349 COUNTRY WALK</b>		City & State <b>PENSACOLA FL</b>		Zip Code <b>32514</b>	
First Aid Given By - Name <b>ESCAMBIA EMS</b>		1 Physician or Nurse 2 Paramedic or EMT 3 Police Officer		4 Certified 1st Aider 5 Other <input checked="" type="checkbox"/>		Injured Taken To: <b>SACRED HEART</b>	
By - Name <b>ESCAMBIA EMS</b>		Was Investigation Made At Scene? 1 Yes <input checked="" type="checkbox"/> 2 No <input type="checkbox"/> If No, Then Where?		Is Investigation Complete? 1 Yes <input checked="" type="checkbox"/> 2 No <input type="checkbox"/> If No, Then Why?		Date of Report <b>11/Apr/2010</b>	
Investigator - Rank & Signature <b>TPR R. H. WILLIAMS</b>		ID/Badge Number <b>2038</b>		Department <b>FHPA</b>		Photos Taken? 1 Yes <input checked="" type="checkbox"/> 2 No <input type="checkbox"/> If Yes, By Whom? 1 Host Agency <input type="checkbox"/> 2 Other <input type="checkbox"/>	
						FIR <input checked="" type="checkbox"/> SO <input type="checkbox"/> CPC <input type="checkbox"/> Other <input type="checkbox"/>	

**NORTHPOINTE PARKWAY**



D&A

**CRASH #6 - REPORT DETAILS**

County Crash and Fatality Rates per 100 Million Vehicle Miles Traveled

County	Crashes				
	# of Crashes		Crash Rate		
	2008	2009	2008	2009	% Change
Escambia	4,419	4,637	127.7	136.9	7.2%

Crash rates for Escambia County (2008 – 2009) expressed in crashes per 1 million vehicle miles.

$$\frac{127.7}{100} = 1.277$$

$$\frac{136.9}{100} = 1.369$$

## TRAFFIC VOLUMES FOR SUBJECT ROADWAY

Location: Northpointe Pkwy between Scenic Hwy and Briar Oak Drive  
 County: Escambia Station #: WO 1  
 Start Date: 16-Nov-10 Start Time: 0:00

Day 1	Eastbound	Westbound	Combined
Total	957	855	1812
Day 2	Eastbound	Westbound	Combined
Total	1020	926	1946

Approximated daily traffic volumes based on the averaging of two 24 hour volume observations.  
 $(1,812 + 1,946) / 2 = 1,879$  for an approximate ADT value of 1,880 vehicles per day. Based on  
 this an approximated annual volume for subject portion of roadway is  $1,880 \times 365 = 686,200$   
 vehicles per year. Being as the subject portion of roadway is 0.25 miles in length, this equates to  
 approximately 171,550 vehicle miles per year or 14,296 vehicle miles per month experienced by  
 the subject portion of roadway.

## CRASH EXPERIENCE FOR SUBJECT ROADWAY

Period of observation 4/30/2005 – 4/30/2010 ( 5 years or 60 months)

Crashes experienced during period of observation = 6 crashes

Crash frequency for period of observation = 0.833 crashes per year

Crash rate for subject portion of roadway = 0.833 crashes per 171,550 vehicle miles per year (it would take  
 approximately 5.83 years for subject portion of roadway to experience 1 million miles of vehicle travel during which  
 time at a crash rate of 0.833 per year for 5.83 years equates to a crash rate of 4.85639 per million vehicles.

Approximated crash rate per 1 million vehicle miles traveled on subject portion of roadway = 4.86

2009 Averaged crash rate per 1 million vehicle miles traveled for all roadways in Escambia County = 1.369

## Night Crash Rate Unlighted (NRU)

NRU is expressed as crashes per million vehicle miles for mainline sections or crashes per million entering vehicles for interchanges.

The annual lighting cost is the sum of electrical costs, maintenance costs, and installation costs (proposed systems only). The NRU is obtained by searching crash records provided by local or state agencies. The percent of ADT at night (% ADT<sub>n</sub>) can be determined by examining traffic data.

The following data from the *FHWA's Technical Advisory T7570.1 (January 30, 1988)*, may be used for computation of the average crash cost at any particular location.

- \$1.7 million/fatality
- \$14,000/injury
- \$3,000/property damage

### Crash Reduction Factors (CRF)

Site Description	CRF
Urban Mainline (5% Commercial)	0.20

<b>ADT</b>	=	Average Daily Traffic (Existing or Projected)
<b>%ADT<sub>n</sub></b>	=	Percent of ADT at night
<b>NRU</b>	=	Night crash rate unlighted
<b>CRF</b>	=	Crash reduction factor
<b>ACC</b>	=	Average crash cost (U.S. dollars per crash)
<b>AIC</b>	=	Annualized installation cost
<b>TMC</b>	=	Total annual maintenance cost
<b>AEC</b>	=	Annual energy cost

- *The Average Daily Traffic for subject portion of roadway for purpose of this study is 1,880 vpd.*
- *The percent of the subject portion of roadway's ADT is determined to be 23%.*
- *The Night Rate Crash Unlighted (NRU) for the subject portion of roadway is determined to be 83%.*
- *The Crash Reduction Factor used for this cost-benefit analysis is 20%.*
- *The Averaged Cost of Crashes occurring during nighttime hours is determined to be \$9,600.00.*
- *The Total Annual Cost for Lighting the subject portion of roadway (Gulf Power Lease) is \$1,260.00.*



# NIGHT TIME TRAFFIC VOLUMES FOR SUBJECT PORTION OF ROADWAY

Time	Day 1	Day 2
	Combined Total	Combined Total
0:00	7	14
1:00	4	5
2:00	4	8
3:00	6	11
4:00	10	10
5:00	48	42
18:00	99	103
19:00	74	85
20:00	50	75
21:00	40	53
22:00	31	40
23:00	17	26
<b>Total</b>	<b>390</b>	<b>472</b>

Day 1 Night Volume (390) + Day 2 Night Volume (472) = 862

2 Day Combined Total Night Volume of 862 / 2 = an Averaged Night time Traffic Volume of 431 Vehicles. 431 Vehicles Constitute 23% of the Approximated ADT Value of 1,880 vehicles used for the purposes of this study.

862

Time	Eastbound					Westbound					Combined Total
	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	
0:00	1	0	0	1	2	2	0	0	3	5	7
1:00	2	1	0	0	3	1	0	0	0	1	4
2:00	1	0	0	0	1	1	1	0	1	3	4
3:00	1	0	1	0	2	1	1	1	1	4	6
4:00	1	2	1	3	7	2	0	0	1	3	10
5:00	5	9	14	14	42	1	2	2	1	6	48
6:00	19	36	26	34	115	7	6	6	5	24	139
7:00	42	47	27	25	141	4	12	9	13	38	179
8:00	16	18	9	24	67	6	7	7	9	29	96
9:00	10	11	15	14	50	12	5	9	13	39	89
10:00	15	13	13	13	54	7	13	6	17	43	97
11:00	13	14	10	15	52	6	13	8	14	41	93
12:00	14	15	13	9	51	13	11	9	6	39	90
13:00	13	11	16	17	57	11	13	17	11	52	109
14:00	11	9	13	13	46	12	13	12	19	56	102
15:00	14	13	13	13	53	11	17	24	21	73	126
16:00	13	14	10	13	50	27	21	29	25	102	152
17:00	19	12	11	8	50	41	25	19	15	100	150
18:00	14	13	7	8	42	22	9	18	8	57	99
19:00	4	3	7	9	23	18	18	10	5	51	74
20:00	3	8	6	3	20	7	12	6	5	30	50
21:00	3	6	5	2	16	5	5	6	8	24	40
22:00	3	5	0	0	8	8	11	2	2	23	31
23:00	1	1	1	2	5	3	3	4	2	12	17
<b>Total</b>					<b>957</b>					<b>855</b>	<b>1812</b>

Time	Eastbound					Westbound					Combined Total
	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	
0:00	0	0	1	2	3	5	2	2	4	11	14
1:00	1	0	0	0	1	2	0	0	2	4	5
2:00	0	1	1	1	3	2	1	2	0	5	8
3:00	1	3	2	0	6	1	1	2	1	5	11
4:00	0	0	3	4	7	0	1	1	1	3	10
5:00	7	4	13	10	34	1	1	5	1	8	42
6:00	25	25	26	39	115	4	3	8	7	22	137
7:00	40	43	40	25	148	7	22	12	7	48	196
8:00	13	22	15	10	60	5	5	6	10	26	86
9:00	19	17	11	8	55	8	15	7	7	37	92
10:00	16	11	7	20	54	6	10	8	12	36	90
11:00	10	15	9	8	42	11	14	11	10	46	88
12:00	13	16	13	12	54	16	11	8	13	48	102
13:00	13	17	17	11	58	4	17	12	11	44	102
14:00	13	14	9	12	48	17	21	15	18	71	119
15:00	11	24	16	14	65	17	13	16	20	66	131
16:00	8	18	14	14	54	14	22	29	27	92	146
17:00	13	21	19	14	67	42	31	29	16	118	185
18:00	18	13	15	8	54	20	12	11	6	49	103
19:00	4	9	3	9	25	22	12	16	10	60	85
20:00	3	9	8	6	26	14	12	13	10	49	75
21:00	9	5	5	4	23	8	3	9	10	30	53
22:00	4	3	3	3	13	10	5	8	4	27	40
23:00	2	1	2	0	5	4	8	6	3	21	26
<b>Total</b>					<b>1020</b>					<b>926</b>	<b>1946</b>



## AVERAGE CRASH COST (UNLIGHTED) FOR SUBJECT PORTION OF ROADWAY

\$48,000 Total crash / 5 nighttime crashes = \$9,600.00 average cost

CRASH #	DATE	TIME	TYPE	LIGHTING	SEVERITY	
1	4/30/2005	2200	SINGLE VEHICLE RUN OFF ROAD	NIGHT	PROPERTY DAMAGE	3,000
2	9/9/2006	0015	SINGLE VEHICLE RUN OFF ROAD	NIGHT	PROPERTY DAMAGE	3,000
3	9/6/2007	1332	SINGLE VEHICLE RUN OFF ROAD	DAY	PROPERTY DAMAGE	
4	11/29/2007	2145	SINGLE VEHICLE RUN OFF ROAD	NIGHT	PERSONAL INJURY	14,000
5	12/2/2009	1810	VEHICLE VS PEDESTRIAN	NIGHT	PERSONAL INJURY	14,000
6	4/11/2010	2019	VEHICLE VS PEDESTRIAN	NIGHT	PERSONAL INJURY	14,000
						48,000

The following data from the *FHWA's Technical Advisory T7570.1 (January 30 1988)*, may be used for computation of the average crash cost at any particular location.

- \$1.7 million/fatality
- \$14,000/injury
- \$3,000/property damage

**From:** Montaina, Andrew J. [mailto:AJMONTAI@southernco.com]  
**Sent:** Thursday, December 02, 2010 4:56 PM  
**To:** Alan Thedford  
**Cc:** LARRY M. NEWSOM; Dennis K Moxley  
**Subject:** RE: Northpointe Parkway Roadway Lighting Evaluation

Basis for estimating cost for lighting  
subject portion of roadway

Alan,

I've had an opportunity to meet and discuss the lighting installation and proposed estimate with our lighting analyst who was out last week. **A more accurate monthly billing estimate for a lighting circuit and 5-250W full cut-off fixtures as mentioned below is approximately \$105/mo.**

I appreciate your patience; please let me know how I can further assist you.

I am out of the office tomorrow, returning next week. However, don't hesitate to call me at 336-0978 to answer any questions you have.

Regards,

Andy Montaina

**From:** Montaina, Andrew J.  
**Sent:** Wednesday, November 24, 2010 2:11 PM  
**To:** 'Alan Thedford'  
**Cc:** LARRY M. NEWSOM; Dennis K Moxley  
**Subject:** RE: Northpointe Parkway Roadway Lighting Evaluation  
Alan,

Apologies for the delayed response.

The preliminary 'non binding' estimate I was able to calculate is approximately \$70/month (before tax). This is based on running 1,305 ft. of conductor and installing 5-250W Full Cut-Off Cobra head fixtures, beginning at the transformer bank serving the convenient store near Scenic Hwy, and ending at the last pole on the right-hand side of Northpointe Blvd, just prior to BriarOak Dr.

I wasn't sure exactly what size conductor we could use to maintain voltage drop as well as tension and sag requirements to ensure we maintain adequate roadway clearance and had to get the professional opinion of our crew foreman and compare that with software calculations primarily as a 'sanity check.'

Please allow me to double-check with our lighting analyst to ensure the estimate I calculated above is good based on the materials mentioned. They will be out of the office until November 30 and I'd like to confirm my process with them before solidifying the estimate I provided in this e-mail. I will be talking with you soon.

Best regards -

Andy Montaina



# Analysis of Gulf Power Installed/Maintained Roadway Lighting System (Lease)

## Analysis of New Roadway Lighting Systems

$$\text{Benefit-Cost Ratio for Lighting Installation} = \frac{\text{ADT} \times \% \text{ADTn} \times 365 \times \text{NRU} \times \text{CRF} \times \text{ACC}}{(\text{AIC} + \text{TMC} + \text{AEC}) \times 1,000,000}$$

1,880 vehicles per day	<b>ADT</b>	=	Average Daily Traffic (Existing or Projected)
23% (.23)	<b>%ADTn</b>	=	Percent of ADT at night
83% (.83)	<b>NRU</b>	=	Night crash rate unlighted
20% (.20)	<b>CRF</b>	=	Crash reduction factor
\$9,600	<b>ACC</b>	=	Average crash cost (U.S. dollars per crash)
N/A not used - lease	<b>AIC</b>	=	Annualized installation cost
\$1,260.00	<b>TMC</b>	=	Total Annual Lease Cost
N/A not used - lease	<b>AEC</b>	=	Annual energy cost

$$\frac{1,880 \times .23 \times 365 \times .83 \times .20 \times 9,600}{1,260.00 \times 1,000,000}$$

$$= \frac{251,511,513.6}{126,000,000}$$

$$= 1.996123124 \quad \text{MEETS POLICY}$$

Benefit / Cost ratio must be greater than 1.0 to meet BCC policy.

# Analysis of Solar Powered Roadway Lighting System\*

## Analysis of New Roadway Lighting Systems

$$\text{Benefit-Cost Ratio for Lighting Installation} = \frac{\text{ADT} \times \% \text{ADTn} \times 365 \times \text{NRU} \times \text{CRF} \times \text{ACC}}{(\text{AIC} + \text{TMC} + \text{AEC}) \times 1,000,000}$$

1,880 vehicles per day	<b>ADT</b>	=	Average Daily Traffic (Existing or Projected)
23% (.23)	<b>%ADTn</b>	=	Percent of ADT at night
83% (.83)	<b>NRU</b>	=	Night crash rate unlighted
20% (.20)	<b>CRF</b>	=	Crash reduction factor
\$9,600	<b>ACC</b>	=	Average crash cost (U.S. dollars per crash)
3,000.00	<b>AIC</b>	=	Annualized installation cost
\$500.00 est.	<b>TMC</b>	=	Total annual maintenance cost
N/A solar	<b>AEC</b>	=	Annual energy cost

$$\frac{1,880 \times .23 \times 365 \times .83 \times .20 \times 9,600}{3,500 \times 1,000,000}$$

$$= \frac{251,511,513.6}{3,500,000,000}$$

$$= 0.071860432 \text{ DOES NOT MEET POLICY}$$

Benefit / Cost ratio must be greater than 1.0 to meet BCC policy.

\*Based on price of \$9,000.00 per unit with 15 year recovery and 500.00 annual maintenance.

# GULF POWER COST CONFIRMATION FOR PROPOSED LIGHTING SYSTEM

From: Montaina, Andrew J. [AJMONTAI@southernco.com]  
Sent: Wednesday, March 16, 2011 5:45 PM  
To: Alan Thedford  
Cc: Dennis K Moxley  
Subject: RE: Northpointe Parkway Roadway Lighting Evaluation

Alan,

Yes, I concur with the information you outlined in your e-mail below.  
Please let me know if you have any additional questions – glad to assist.  
Thank you –  
Andy

From: Alan Thedford [mailto:TATHEDFO@co.escambia.fl.us]  
Sent: Monday, March 07, 2011 2:19 PM  
To: Montaina, Andrew J.  
Cc: Dennis K Moxley  
Subject: RE: Northpointe Parkway Roadway Lighting Evaluation

Andy,

This issue appears as if it will likely see fruition. I want to double check before we take it before the Board of County Commissioners for approval and make sure we are on the same page. It is our understanding that:

Gulf Power will provide at a cost of approximately 105.00 per month to the County, 5 pole/streetlight installations on Northpointe Parkway between Briar Oak Drive and Scenic Highway and that each installation will provide illumination to both sides of the 'boulevard'. Additionally, there will be no separate or additional charges for installation or maintenance.

Do you concur? If not please detail.

Thanks so much,

Alan Thedford, TOPS, TSOS  
Engineering Specialist  
Office of Transportation & Traffic Operations  
Escambia County Florida  
(850) 595-3424



## Source for Funding Proposed Roadway Lighting on Northpointe Parkway

Alan:

Fund 175 "Transportation Trust Fund", Cost Center 270201 "Traffic Operations and Planning", Object Code 54301 "Utility Services".

Let me know if you need anything else.

Robin

**From:** Alan Thedford

**Sent:** Tuesday, March 22, 2011 2:39 PM

**To:** Robin F. Lambert

**Cc:** LARRY M. NEWSOM

**Subject:** Funding for Northpointe Parkway Roadway Lighting Proposal

Robin,

As previously discussed could you identify the source for (105.00 monthly, continuous basis) funding for the Northpointe Parkway Roadway Lighting Proposal?

Thank You,

**Alan Thedford, TOPS, TSOS**

**Engineering Specialist**

**Office of Transportation & Traffic Operations**

**Escambia County Florida**

**(850) 595-3424**

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

Title: Street Lighting, Section III, Part A.24  
Date Adopted: July 19, 2001  
Effective Date:  
Reference:  
Policy Amended:

---

**A. PURPOSE**

The purpose of this policy is to establish criteria for providing street lighting service within County and State road rights-of-way. This policy has been established to promote a consistent procedure to respond to citizen requests and because available financial resources are limited.

**B. POLICY**

Capital improvement and annual operating budget funds shall be used only for street lights which satisfy all the criteria listed below. Approval of street lighting is subject to the availability of funding. This policy does not apply to neighborhoods that request street lighting through a Municipal Service Benefit Unit.

**C. CRITERIA FOR STREET LIGHTING**

Request for street lighting will be evaluated in accordance with the criteria outlined below. Roadway lighting may be justified when all the following conditions are satisfied:

1. The roadway is maintained by Escambia County of the Florida Department of Transportation.
2. Ratio of night to day accidents is higher than the statewide average for similar locations.
3. Benefit and cost for lighting is at least equal (i.e. a benefit-cost ratio of 1.0 or greater).
4. Where sidewalks, trails, and/or bike lanes are present within the right-of-way, and substantial nighttime pedestrian and/or cyclist demand exists, criteria's B and C are not required to be met.

**D. PROCEDURE**

The Department of Engineering shall evaluate and respond to requests for street lighting within County and State road rights-of-way using the procedure outlined below. This procedure also applies to staff-initiated lighting associated with roadway improvement projects. Requests for street and area lighting within redevelopment districts shall be referred to the Community Redevelopment Agency for evaluation and response.

1. Evaluate and request using the *Criteria for Street Lighting*; then,

2. **Prepare a technical memorandum that outlines the nature of the request, findings and a recommendation; then,**
3. **Advise the requestor verbally or in writing (give the reason the street lighting will not be provided) if the requested street lighting does not meet the criteria; or**
4. **Prepare and present a BCC recommendation that addresses funding, ownership, and a schedule for construction if the requested street lighting location meets the criteria.**





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

**AI-668**

**County Administrator's Report Item #: 12. 21.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property, Located at 11794 Mobile Highway from Ricky and Traci Herndon - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property, located at 11794 Mobile Highway, from Ricky and Traci Herndon:

- A. Authorize staff to make an offer to Ricky and Traci Herndon to purchase a parcel of real property (0.52 acres with a residential structure consisting of approximately 1,100 square feet) for the appraised amount of \$165,000; 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 April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel of real property to facilitate the installation of a boat ramp. The subject parcel, owned by Ricky and Traci Herndon and located at 11794 Mobile Highway, is 0.52 acres with a residential structure consisting of approximately 1,100 square feet. This is waterfront property with approximately 70 feet of frontage along Perdido River.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, "Boat Ramps"]

**BACKGROUND:**

Meeting in regular session on April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel of real property to facilitate the installation of a boat ramp. The subject parcel, owned by Ricky and Traci Herndon and located at 11794 Mobile Highway, is 0.52 acres with a residential structure consisting of approximately 1100 square feet. This is waterfront property with approximately 70 feet of frontage along Perdido River.

An appraisal performed by Asmar Appraisal Company, Inc., dated November 23, 2010, placed a value of \$165,000 on the property. Staff presented the appraised to the owners and Mr.

Herndon indicated that he could not accept the appraised amount, and countered with an offer of \$200,000. In addition, he requested to be allowed to remove the house from the site. Based on discussions with Mr. Herndon, staff believes that he is very firm on his offer. Staff is requesting Board authorization to make an offer to Ricky and Traci Herndon for the appraised amount of \$165,000. 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:**

Funding Source: Fund 352, Lost III, Account 220102/56101, Project 08NE0018 "Boat Ramps."

**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. 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 Escambia County Code of Ordinances.

---

**Attachments**

Board Action 04/22/10

Parcel Information

Appraisal

Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. Continued...

- B. Approving to reduce the total rental expenses; i.e., arena, parking lot, meeting room, and equipment (*in the amount of \$22,899*), by 75%, with a cap of not to exceed \$12,000 of the total waived expenses, for Junior League of Pensacola, Inc., to use the Pensacola Civic Center for its 25th Anniversary of Marketbasket fundraiser event (*Item 6*);
- C. Taking the following action concerning the acquisition of property for boat ramps (*Item 8*):
- (1) Authorizing staff to obtain new appraisals for, and pursue the acquisition of, Parcels 1 through 4, the Highway 90 Perdido River parcels, Parcels 1 and 3 owned by Ricky and Traci Herndon, Parcel 2 owned by Michael R. Monsour, and Parcel 4 owned by Gregory and Linda J. English; and
- (2) Authorizing staff to initiate acquisition of Properties 1, 2, 8, and 9 on the *Initiate Acquisition Checklist*, as follows, and ascertain whether or not the owner of the parcel located immediately west of (*Property 8*) 13946 River Road is willing to sell:
- (a) Property 1 – 5925 and/or 5900 Hurst Hammock Drive, owned by Neil Smith and Joe Meeks, respectively
  - (b) Property 2 – 5905 Hurst Hammock Drive (old ramp site), owned by Charles R. and Karen S. Roberson
  - (c) Property 8 – 13946 River Road
  - (d) Property 9 – Perdido River/Highway 90 parcels (see Item C[1])
- D. Approving, conceptually, the draft Ordinance amending Chapter 30, Article II, Section 30-37, of the Escambia County Code of Ordinances; establishing that Code Enforcement Liens shall have priority equal to taxes and superiority to all other liens and encumbrances; amending Chapter 42, Article V, Section 42-164 of the Escambia County Code of Ordinances, establishing that summary abatement liens shall have priority equal to taxes and superiority to all other liens and encumbrances (*Item 9*); and
- E. Approving, relative to Fence Permits, that staff can use a portion of the \$40 permit fee for inspection (*Item 14*).

(Continued on Page 8)



# Chris Jones

## Escambia County Property Appraiser

[Back](#)



**Navigate Mode**  **Account**

**Reference**



General Information	
<b>Reference:</b>	101S327004000022
<b>Account:</b>	102454000
<b>Owners:</b>	HERNDON RICKY & TRACI
<b>Mail:</b>	8190 BELLE PINES LN PENSACOLA, FL 32526
<b>Situs:</b>	11794 MOBILE HWY
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
<b>Improvements:</b>	\$46,779
<b>Land:</b>	\$14,962
<hr/>	
<b>Total:</b>	\$61,741
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<hr/>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2006	6034	26	\$100,000	WD	<a href="#">View Instr</a>
09/2006	5984	931	\$100	QC	<a href="#">View Instr</a>
06/2004	5438	798	\$100,000	WD	<a href="#">View Instr</a>
08/2000	4598	1158	\$85,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
<b>Legal Description</b>	
BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF...	
<b>Extra Features</b>	
None	

Parcel Information	
	<input type="button" value="Restore Map"/> <a href="#">Get Map Image</a> <a href="#">Launch Interactive Map</a>
<b>Section Map Id:</b>	<a href="#">10-1S-32</a>
<b>Approx. Acreage:</b>	0.5200
<b>Zoned:</b>	<a href="#">R-R</a>



**Buildings**

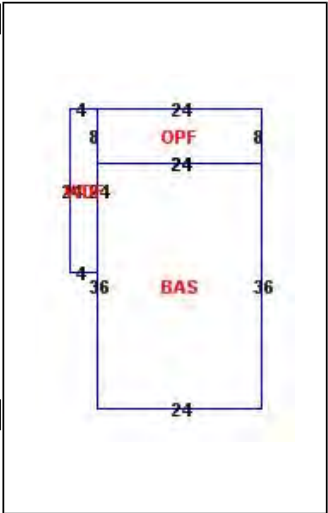
Building 1 - Address: 11794 MOBILE HWY, Year Built: 1976, Effective Year: 1986

**Structural Elements**

- FOUNDATION**-PILINGS
- EXTERIOR WALL**-SIDING-SHT. AVG.
- NO. PLUMBING FIXTURES**-3.00
- DWELLING UNITS**-1.00
- ROOF FRAMING**-GABL/HIP COMBO
- ROOF COVER**-METAL/MODULAR
- INTERIOR WALL**-DRYWALL-PLASTER
- FLOOR COVER**-CARPET
- NO. STORIES**-1.00
- FLOOR COVER**-VINYL/CORK
- DECOR/MILLWORK**-ABOVE AVERAGE
- HEAT/AIR**-CENTRAL H/AC
- STRUCTURAL FRAME**-WOOD FRAME

**Areas - 1152 Total SF**

- BASE AREA** - 864
- OPEN PORCH FIN** - 192
- WOOD DECK FIN** - 96



**Images**



05/06/03



05/06/03

**SUMMARY APPRAISAL REPORT**  
**SINGLE FAMILY RESIDENTIAL PROPERTY**  
**OWNED BY RICKY AND TRACI HERNDON**  
**11794 MOBILE HIGHWAY**  
**PENSACOLA, FLORIDA**

**PREPARED FOR**  
**MR. LARRY GOODWIN**  
**ESCAMBIA COUNTY NEIGHBORHOOD REDEVELOPMENT DEPT.**  
**1190 WEST LEONARD STREET**  
**PENSACOLA, FLORIDA 32501**

**BY**  
**ASMAR APPRAISAL COMPANY, INC.**  
**3 WEST GARDEN STREET, SUITE 504**  
**PENSACOLA, FLORIDA 32502**



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# ASMAR APPRAISAL COMPANY, INC.



APPRAISERS • CONSULTANTS

3 WEST GARDEN STREET, SUITE 504  
PENSACOLA, FLORIDA 32502

Telephone (850) 433-7631

Fax (850) 433-7632

---

Joel J. Asmar, MAI

State Certified General Appraiser RZ1565

November 23, 2010

Mr. Larry Goodwin  
Escambia County Neighborhood Redevelopment Dept.  
1190 West Leonard Street  
Pensacola, Florida 32501

Re: Appraisal of  
Single Family Residential Property  
Owned by Ricky and Traci Herndon  
11794 Mobile Highway  
Pensacola, Florida  
AAC Job No. 10-1743b

Dear Mr. Goodwin:

I have made an inspection of the referenced property for the purpose of providing an opinion of the market value of the fee simple interest as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the property in fee simple estate as of November 17, 2010, is:

**MARKET VALUE OPINION – FEE SIMPLE INTEREST  
ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS  
(\$165,000)**

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. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the work file.

This 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.

Mr. Larry Goodwin, Escambia County

November 23, 2010

I estimate a reasonable marketing period at 12 to 18 months. This estimate is based on my review of sales of similar properties within the same market area.

I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI  
State-Certified General Appraiser  
Florida RZ1565



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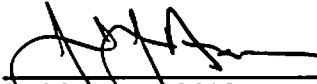
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## CERTIFICATION OF VALUE

I certify, to the best of my knowledge and belief, the following:

- The statements of fact contained in this appraisal report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I also have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement and 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 estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute and the State of Florida relating to review by its duly authorized representatives.
- The appraisal assignment was not based on a requested valuation, a specific valuation or the approval of a loan.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute and the State of Florida for the current cycle.
- I certify that I have complied with the competency provision of the Uniform Standards of Professional Appraisal Practice.
- The appraiser herein, by reason of this report, is not required to give testimony in court with reference to the property appraised unless arrangements have been previously made therefore.

  
\_\_\_\_\_  
Joel J. Asmar, MAI  
State-Certified General  
Appraiser Florida RZ1565

November 23, 2010  
\_\_\_\_\_  
Date

## SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

**PROPERTY IDENTIFICATION:** Single Family Residential Property

**CURRENT OWNERSHIP:** Ricky and Traci Herndon

**LOCATION OF PROPERTY:** The property is located on the north side of Mobile Highway approximately 225' west of Ruby Fish Camp Road. The property address is 11794 Mobile Highway, Pensacola, Florida.

**PURPOSE OF APPRAISAL:** The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date.

**PROPERTY RIGHTS APPRAISED:** Fee simple ownership rights.

**DATE OF REPORT:** November 23, 2010

**DATE OF VALUATION:** November 17, 2010

**ASSESSMENT:** The 2010 assessment is \$61,741.

**ZONING CLASSIFICATION:** R-R, Rural Residential District.

**SITE AREA & DIMENSIONS:** The appraised property consists of an irregular shaped tract with 110' of frontage on the service road adjacent to Mobile Highway with an approximate average depth of 290'. The property has 64' of effective frontage along the Perdido River. The gross site area is estimated to be 0.52 acres per the tax rolls.

**IMPROVEMENT DATA:** The property is improved with a two bedroom, one bathroom single-family residence that was originally constructed in 1976. The residence has a gross living area of approximately 864 SF and features 864 SF of carport area, a covered deck and wood dock. It was recently refurbished on the interior and exterior with the effective age reduced to seven years and the condition rated as very good.

**HIGHEST AND BEST USE:** Single Family Residence

**FINAL VALUE OPINION:** \$165,000

**HYPOTHETICAL CONDITIONS AND/OR SPECIAL ASSUMPTIONS:** None.

**PREMISES OF THE APPRAISAL**

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The valuation analysis, final value opinion and certification appearing in this appraisal report are subject to the following assumptions and limiting conditions:

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions 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 nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land 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.

Page 2 - (Cont'd) Assumptions & Limiting Conditions

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 (ADA). 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. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
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. 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 may not use it for any purpose.
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.
19. The appraiser is not required to give testimony or appear in court because of the performance of this appraisal, unless arrangements have been previously made therefore. It is understood that any future agreements concerning court testimony will acknowledge that the appraiser is an expert in the field of real estate valuation and is entitled to a fee of not less than \$200 per hour and/or a minimum expert witness fee of \$400 per occurrence, whichever is greater.
20. The acceptance of this report by the client is acknowledgment that the client has personally read the report and specifically agrees that the data set forth herein is accurate to the best of the client's knowledge. As part of the appraiser/client employment agreement, the client agrees to notify the appraiser of the existence of any error, omission or invalid data within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever.

Page 3 - (Cont'd) Assumptions & Limiting Conditions

21. Clients requesting appraisals typically seek a single property value opinion. Realistically, a single value opinion is simply a specific value out of a range of values rather than the only possible value. Thus, by acceptance of this report the client acknowledges that a value opinion is the product of a professionally service and is only an opinion and not a provable fact. A value opinion may vary between appraisers based on the same facts. The appraiser warrants only that the value conclusion is his best opinion as of the effective date of valuation.



**SPECIAL ASSUMPTIONS, CONDITIONS AND/OR SEVERANCE OF PROPERTY RIGHTS**

**Special Assumptions/Hypothetical Conditions:** The preparation of this appraisal report did not require the use of any special assumptions and/or hypothetical conditions.

**Severance of Property Rights:** A title abstract has not been furnished and I am not aware of any easements, encroachments or prior reservations applicable to this property, unless otherwise noted within this report.

## **IDENTIFICATION OF REPORT FORMAT**

This is a summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the appraiser's work file.

## **APPRAISAL PREPARED FOR**

Mr. Larry Goodwin

Escambia County Neighborhood Redevelopment Department

1190 West Leonard Street

Pensacola, Florida 32501

## **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to provide an opinion of market value of the fee simple interest in the property as of a current date.

## **INTENDED USE AND FUNCTION OF APPRAISAL**

It is my understanding this appraisal shall serve as a valuation guideline for potential acquisition for future use as a public boat ramp facility.

## **DATE OF REPORT**

November 23, 2010

## **DATE OF VALUE OPINION**

November 17, 2010, being the date of inspection.

## **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:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised and acting in what they consider their own best interests;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) 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."<sup>1</sup>

<sup>1</sup> 2010 Edition Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

## EXPOSURE TIME

Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions.

It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.<sup>2</sup> I estimate the exposure time for this property to be 12 to 18 months.

<sup>2</sup> 2010 Edition Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, SMT-6, July 1, 2006, pages 87-88.

## MARKETING PERIOD

Reasonable marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.<sup>3</sup> The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject neighborhood were contacted and the marketing period is supported by findings from these interviews. I estimate the marketing time for this property to be 12 to 18 months.

<sup>3</sup> 2006 Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, Advisory Opinion 7, July 1, 2006, pages 128-129.

## PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the fee simple ownership position, free and clear of mortgage indebtedness, leases, other liens or special assessments against the property.

## SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analysis performed in an assignment.<sup>4</sup> According to the Scope of Work Rule, in each appraisal, appraisal review, and appraisal reporting assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible appraisal assignment results; and,
3. disclose the scope of work in the report.

The scope of work includes but is not limited to:

1. the extent to which the property is identified;
2. the extent to which the tangible property is inspected;
3. the type and extent of the data researched; and,
4. the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of work must include the research and analyses that are necessary to develop credible assignment results. For this appraisal assignment, I performed the following tasks to complete the assignment in a competent manner and to be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The appraisal problem was identified by receiving preliminary information and data from the client. I then completed my own independent analysis of the data provided, along with other preliminary information, to identify the appraisal problem. The appraisal problem and purpose of this appraisal report was to form an opinion of the market value of the fee simple interest in the property as of a current date.

<sup>4</sup> 2010 Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, page 4 (Effective January 1, 2008)

The subject property was identified by the legal description and other documentation provided by the client. The identification process also included referencing the Escambia County Property Appraiser's file data, the Escambia County GIS Website, along with maps and other exhibits gathered during the appraisal assignment research.

Specific information provided and/or considered during the course of this appraisal is listed below:

- As Built Boundary Survey performed by Ruben Surveying and Mapping. The survey was dated October 26, 2006 with no revisions noted.

Secondary data was obtained from the Northwest Regional Planning Council, the Chamber of Commerce, Realtor publications and Metro Market Trends. Specific market data utilized in this valuation analysis was collected from my office files, the Pensacola Multiple Listing Service and from the public records of Escambia County (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

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 analyses. Within the confines of this analysis, I have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which I consider to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. After considering the analyses of the data using the sales comparison approach, a final opinion of the market value of the fee simple ownership interest is provided.

**PRESENTATION OF DATA**



### **PROPERTY IDENTIFICATION**

The appraised property consists of a single family residential property with frontage on the Perdido River.

### **LOCATION**

The property is located on the north side of Mobile Highway approximately 225' west of Ruby Fish Camp Road. The property address is 11794 Mobile Highway, Pensacola, Florida.

### **OWNERSHIP OF RECORD**

The Escambia County tax rolls indicate the ownership of the property is presently vested with the following individuals:

Ricky and Traci Herndon  
8190 Belle Pines Lane  
Pensacola, Florida 32526

### **DATE OF INSPECTION**

The property was inspected by Joel Asmar, MAI on November 17, 2010. This inspection included the interior and exterior of the residence and the surrounding site.

## LEGAL DESCRIPTION

The legal description included on the most recent conveyance deed (OR Book 6034, Page 26) is listed below:

**COMMENCING AT THE S.E. CORNER OF LOT 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 FOR 820.43 FEET, THENCE NORTH FOR 94.32 FEET, THENCE SOUTH 86°51'00" WEST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 10 FOR 150.00' AND POINT OF BEGINNING; THENCE NORTH 03°09'00" WEST FOR 277.60' TO THE WATERS EDGE OF PERDIDO RIVER, HEREAFTER DESIGNATED POINT "A"; THENCE FROM THE BEGINNING POINT RUN SOUTH 86°51'00" WEST FOR 110.00' TO AN IRON ROD AND CAP; THENCE NORTH 15°08'16" EAST FOR 180.00' TO AN IRON ROD AND CAP; THENCE NORTH 08°33'49" WEST FOR 107.35' TO THE WATERS EDGE OF PERDIDO RIVER; THENCE EASTERLY ALONG THE MEANDERINGS OF SAID WATERS EDGE TO POINT "A" AND THE TERMINUS OF THIS DESCRIPTION.**

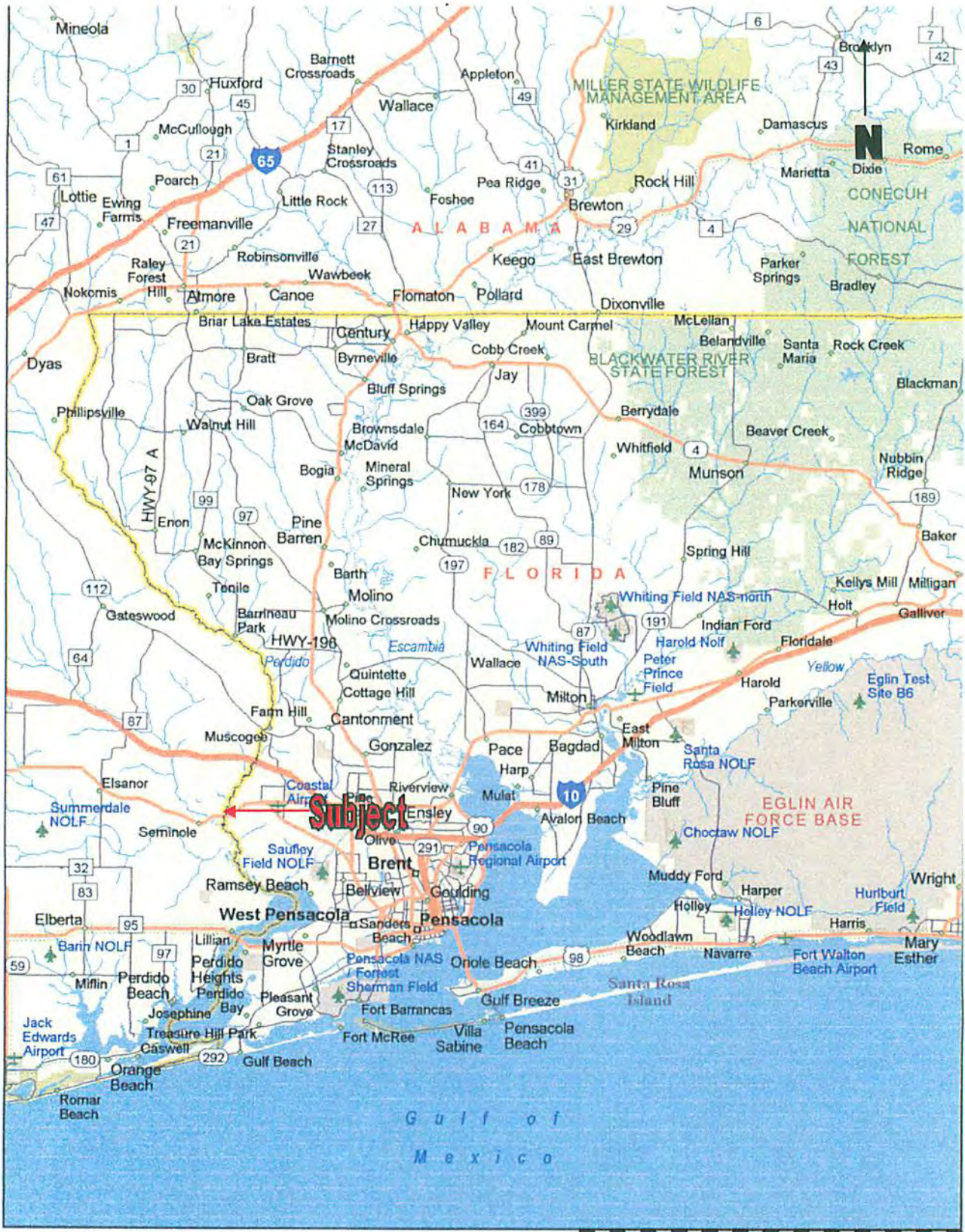
## REGIONAL AREA DATA

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida: Escambia and Santa Rosa. The MSA is situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The MSA 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 370 miles from Atlanta, Georgia and the area is closer to St. Louis, Missouri than to Miami, Florida.

Escambia County has approximately 661 square miles and Santa Rosa County encompasses 1,024 square miles. There is an additional 100 square miles of water area within the counties' boundaries. The City of Pensacola is the seat of Escambia County, with the county seat for Santa Rosa being the City of Milton.

A map of the region is included on the following page:

### GENERAL AREA MAP





Four forces have a significant influence on property values in the region. They can be classified 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 following regional and city analyses are presented with these factors in mind.

ECONOMIC FORCES

An analysis of economic trends is confined to the local economy, which is most applicable to the subject of the appraisal. This category evaluates trends in employment and housing within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon tourism and governmental expenditures (primarily military). At the present time, federal, state and local government employs approximately 20% of the work force. The service industry also accounts for a large portion of the labor force with 37% of the total work force employed in this sector. A breakdown of the labor market by sector for the Pensacola MSA is shown in the following table:

<b>Employment by Sector</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Civilian Labor Force	206,810	219,990	224,710
Total Civilian Non-Agricultural Emp.	202,930	216,520	221,190
Construction	16,890	14,590	14,810
Manufacturing	9,490	8,600	8,590
Transportation/Comm./Pub. Util.	9040	9380	9500
Wholesale Trade	7,950	7,020	7,190
Retail Trade	38,410	35,690	36,050
Finance/Insurance/Real Estate	14,460	14,990	15,210
Services	76,910	80,240	83,630
Federal Civilian Government	7,000	6,690	6,660
Federal Military Government.	15,920	16,730	16,760
State & Local Government	22,310	22,150	22,350

In an effort to diversify past and existing labor trends, local government has intensified their efforts in securing new manufacturing industry to the area. This effort, which commenced in the late 1980s, continues to the present time. From a historical standpoint, this effort has not been successful with the manufacturing sector having an increasingly smaller share of the labor workforce. A comparison of sector employment between 1990 and 2000 indicates that the manufacturing sector has actually experienced a 24% decline in total employment. The government sector has been steady over the same time frame. Historically, these two sectors have been the foundation of the strong employment base in the Pensacola MSA. Part of the manufacturing decline can be attributed to the recent closing of the Westinghouse Plant in Northeast Pensacola. The recent acquisition by General Electric should provide a boost to the industrial sector in the future. A historical perspective of the employment, by sector or industry, is exhibited in the following bar graph:

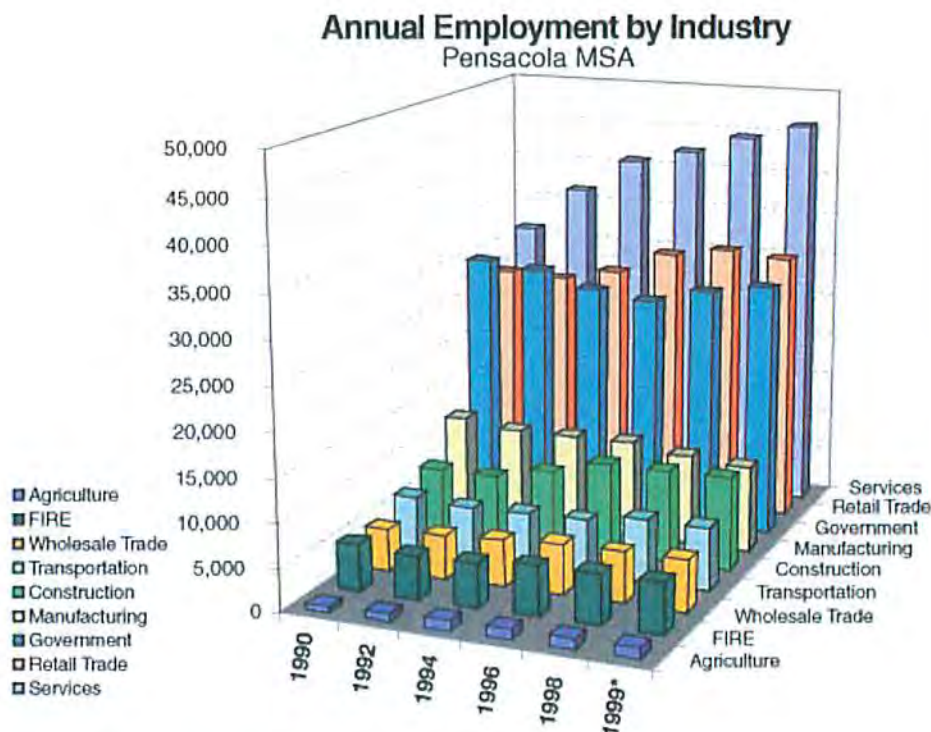


Image Source: Pensacola Chamber of Commerce

Data Source: Florida Department of Labor & Employment Securities (FDLES)

Service, construction and finance/insurance/real estate (FIRE) sectors have experienced the most growth over the past decade. As stated previously, governmental and manufacturing sectors have experienced modest decline over the same period. The rising tourism market largely fuels the growth in the service sector. This likewise has resulted in an increase in construction and related support services.

Military personnel still have a profound effect upon the area's economy. A combined total of approximately 18,000 military and civil service personnel are employed in the area. The area is host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and Whiting Field.

The majority of naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is Naval Air Station Pensacola, located southwest of Pensacola's Central Business District, and is adjacent to the entrance to Pensacola Bay.

The Naval Air Station has undergone numerous changes in recent years that have had an economic impact in the area. This includes the closure of the Naval Aviation Depot (NADEP) and the subsequent relocation of the Naval Aviation Technical Training Command (NATTC) from Memphis, Tennessee to the Pensacola base. The loss of NADEP included 75 military positions and 3,400 civilians. However, 2,700 employees have been successfully relocated in the local area via the base realignment process. The transfer of NATTC has resulted in a \$285 million construction project in Pensacola. The project, considered Northwest Florida's largest ever, comprised 2.3 million square feet of infrastructure. The construction project was completed in 1997 with the bulk of instructors, staff and students having arrived in the fall of 1996.

Major employers in the Pensacola region include the federal government - 22,930 and local/state government - 22,060 for the year 2005. The three area hospitals rank 3rd, 5th, and 8th respectively with a combined employment of approximately 8,864 persons. Other important area employers include Gulf Power Company, Solutia (nylon fiber/industrial organic chemicals), Lakeview Center (a mental health facility), International Paper (paper manufacturer), Pensacola Christian College (school and publishing company), Navy Federal Credit Union and First Data Corporation. 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 Health Care, Sacred Heart Health System, and the HCA West Florida Regional Medical Center. The three centers have a total of 1,662 beds and feature a variety of medical specialties for the southeast region.

Unemployment: Florida's unemployment rate jumped to 12.3 percent in March 2010, the highest since 1975. That's just one-tenth of a percentage point higher than the previous month, and 2.6% higher than that reported a year ago. Much of this is attributed to a significant decline in the tourism and construction trade due to the nationwide economic downturn. In Escambia County, the unemployment rate for March was 9.5 percent, or 13,115 people out of work. In Santa Rosa County, the unemployment rate was 8.5 percent, or 5,865 people. In comparison, from 2003 to 2006 unemployment in Escambia and Santa Rosa Counties typically ranged from 3% to 5%. Thus, there has been a significant increase in unemployment in the local area which is consistent with the statewide trend.

Real Estate/Housing: The residential real estate market is in a well publicized slump that not only applies to the local market area but the nation as a whole. The Florida Panhandle real estate market experienced unparalleled demand during the period of 2000 through the summer of 2005. Appreciation rates were unprecedented in recent history with buyers appearing to have an insatiable level of demand for residential properties. This changed by the summer/fall of 2005 with a continuous decline in market demand evident through a current date.

From a micro standpoint, the catalyst of the local market downturn was considered by most to be the back-to-back active hurricane seasons of 2004 and 2005 along with the prospect of escalating insurance premiums and ad valorem taxes. In hindsight, it is now apparent that the basic framework of the national housing market was flawed which permeated through the local level. A combination of readily available credit, low interest rate loans, the use of non-traditional mortgage instruments and rampant speculation helped fuel increased demand which resulted in rapid price appreciation. Once short and long term interest rates increased, the self-perpetuating market effectively collapsed due to the lack of real fundamentals. This market "correction" period is now in its fifth year.



National influences contributed to the residential housing slump as evident by the widespread impact throughout the United States. There are multiple factors that contributed to the decline. These include the following:

- Historically low mortgage interest rates
- An increase in non-traditional mortgage financing instruments
- Relaxed mortgage credit standards
- Widespread market speculation

The national financial framework is now cited as the primary culprit of the housing slump. Interest rates remained at historically low levels for an extended period in the first part of this decade which contributed to the housing bubble. From 2001 through 2003, the Federal Reserve held interest rates at extremely low levels (1% to 2%) which resulted in low residential mortgage rates. After inflationary pressures prompted the Federal Reserve to act, a series of rapid increases in the Federal Funds Rate were made commencing in the summer of 2004 and culminating to a rate of 5.25% in the summer of 2006. Although subsequent decreases in the Federal Funds Rate have been made, the adverse effect of the rapid increases already made its impact. Many adjustable rate mortgages reset at higher interest rates which in turn impacted market demand. In addition, long term rates increased which contributed to the reduction in market activity and demand.

The use of non-traditional mortgage instruments increased in 2002 through 2006. These mortgage instruments included interest-only, adjustable rate mortgages (ARMs), option payment ARMS, along with 40-year conventional mortgages. These non-traditional mortgages greatly increased the affordability of residential properties to a segment of the purchasing marketplace that could not qualify under conventional terms. Most of these mortgage instruments were also susceptible to rate increases.

Relaxed credit standards also played a significant role in the housing bubble. Qualification standards for many of the non-traditional mortgage instruments were less than that established for traditional conventional mortgages. This resulted in an expansion of the purchasing marketplace to include buyers who normally would not qualify based on established credit thresholds. A combination of the preceding factors provided a foundation for increased demand in residential properties.

Housing inventory levels have also increased dramatically since 2005. In 2005, the estimated housing inventory was 2.846 million which correlated to a 4.5 month supply. The total current inventory reported for the U.S. was 3.974 million homes correlating to an 8.9 month supply.

### SOCIAL FORCES

This category is primarily concerned with population characteristics and demographics. A study of an area's population produces much information about the basic demands in the local real estate market. The following headings consist of regional data pertinent to this topic.

Population: Population growth in the Pensacola MSA has continued at a steady pace since 1960. The table, which follows, shows the actual population changes in the Pensacola MSA from 1980 through 2000 (Est.), and future projections.

## Pensacola Area Population

<b>Total Population</b>			
<b>Year</b>	<b>Escambia</b>	<b>Santa Rosa</b>	<b>Pensacola MSA</b>
<b>1980</b>	<b>234,600</b>	<b>56,600</b>	<b>291,200</b>
<b>1990</b>	<b>263,500</b>	<b>82,100</b>	<b>345,400</b>
<b>2000</b>	<b>294,410</b>	<b>117,743</b>	<b>412,153</b>
<b>2005</b>	<b>303,596</b>	<b>136,037</b>	<b>439,633</b>
<b>2010</b>	<b>339,948</b>	<b>142,620</b>	<b>482,568</b>

Table Source: Pensacola Chamber of Commerce

Data Source: University of Florida, BEBR Population Studies

Per the latest projection figures, a 17.1% gain is forecasted for the Pensacola MSA population in the year 2010 census. Of the currently estimated 412,153 area residents, 76% have completed high school and 26% have college degrees. Census estimates indicate there were 154,842 households in the MSA in 2000 with an average household size of 2.50 persons. The largest segment of the population (29.3%) is 35 to 54 years old and the median age, 32.5 years. A past breakdown of the population by age group within the MSA is outlined in the following table:

	1990	2000	2001	2004
<b>Total Population</b>	345,579	413,740	419,627	436,210
Population 0-19 Years	103,435	116,201	114,773	121,740
Population Age 20-64 Years	202,737	245,168	251,344	255,830
Population Age 65 Years & Over	39,307	52,335	53,510	58,650

Table Source: Pensacola Chamber of Commerce

Data Source: US Census Bureau, County Population Studies

### GOVERNMENTAL FORCES

This category addresses state and local government forces within the subject's regional area.

Type of Government: The City of Pensacola has a council/manager government with 10 city council members elected for two-year terms. The city manager is hired by the council and oversees the day-to-day operation of city government. The council also elects the mayor who presides over council meetings.

Escambia County is governed by a five-member board of commissioners who are elected within specified districts for four-year terms. The county administrator is hired by the Board of County Commissioners and has the responsibility of directing county operations.

Santa Rosa County has a five-member board of commissioners who are elected within specified districts for four-year terms. The board is responsible for hiring the county administrator who oversees the daily operations of the government.

Building Codes/Zoning: The City of Pensacola and Escambia County governments both operate planning and zoning departments. The respective departments are responsible for establishing and enforcing land use regulations.

The City of Pensacola and Escambia County also operate separate building inspection departments. These offices are responsible for enforcing codes for building construction, electrical, mechanical, plumbing, and gas installations.

The City of Milton, the City of Gulf Breeze, and Santa Rosa County also operate separate zoning office and building inspection departments. The city departments are located within the respective city limits.

The Santa Rosa County departments are located in Milton with satellite offices in Midway. The Midway office was opened recently to serve southern Santa Rosa County.

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 and paid personnel 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. BellSouth Telephone Company provides telephone service throughout the MSA. Escambia County Utilities Authority supplies water and sanitary sewage disposal service to the area. It also disposes of trash within the unincorporated area of the county; Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available within the MSA by Energy Services of Pensacola.

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 a variety of state, county and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by COMAIR, Continental, Delta, ASA, Northwest AirlinK, and US Airways.

The City of Pensacola operates the Port of Pensacola, which accommodates ocean-going vessels with drafts to 33 ft. Escambia County Transit (ECAT) provides local service for a 91 square mile area.

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.

## ENVIRONMENTAL FORCES

Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a semi-tropical climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 82 degrees. High winds or hurricanes have occurred in late summer and early fall. A summation of the weather data is exhibited in the following table:

Description	Avg. Temp.	Avg. Precip.	Avg. Humidity
Spring	67.1	4.51	73
Summer	80.8	6.58	75
Fall	72.7	5.52	72
Winter	53.9	4.44	72

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 Pensacola area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Recently, the Pensacola Ice Pilots (ice hockey team), and the Pensacola Pelicans (baseball) have been established in Pensacola with home games played at the Pensacola Civic Center and UWF, respectively.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 ft. draft barge route that runs from Brownsville, Texas to Apalachicola, Florida. Rail service is provided by Alabama Gulf Coast Railway, CSX Transportation Services and Amtrak (passenger train).

Regional Resources: Agriculture has continued to be a major contributor 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 the most recognized resource for the area is the sparkling white sandy beach, which extends from Mobile Bay along peninsular Florida. The beaches in the Pensacola area remain a major tourist attraction.

Development: The development of Pensacola was largely predicated on environmental factors. As was customary for most of the original "old cities" in the U.S., development commenced from the waterfront where the oldest improvements are located. Downtown Pensacola is located in this vicinity with several structures of 150+ years still standing. The northward development push was a natural progression due to the physical barriers of Escambia Bay, Bayou Texar and Bayou Chico. A local family had the foresight to acquire rural timberland which was sold and/or developed and now encompasses Northeast Pensacola.

As the city matured, it grew northward from the southern shoreline. The city (using a grid design) built several residential areas known as North Hill and East Hill on the west side of Bayou Texar and East Pensacola Heights on the east side. These areas are easily identifiable because of the "grid" pattern of development. Newer developments extended out to the north of these early subdivisions. One area in particular was very slow to develop but eventually became the most desirable section in Greater Pensacola. That area, Northeast Pensacola, is built on land, which was formerly under the ownership of the Baars family.

Summary: The Pensacola MSA remains an evolving metropolitan area. Traditionally dependent on 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 and beauty, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth.

Real estate values have shown decreases in recent years. This includes both the residential and commercial markets, although the residential market downturn is certainly more pronounced following a rapid increase in inventory due to rapid build-out in the early part of this decade. Construction of new residential developments has ceased which should allow for some recovery as the absorption of the existing inventory levels continue.

## NEIGHBORHOOD DATA

The subject property is located in a community known as Beulah, which is a small semi-rural residential area in west-central Escambia County. The boundaries of this community include Perdido Bay to the south, the Alabama/Florida State line to the west, Muscogee Road to the north, with the east boundary represented by Pine Forest Road and Highway 97. The neighborhood is located in central Escambia County and is approximately eight to ten miles northwest of Pensacola's downtown central business district.

Beulah is an established community that has undergone little change over the past 20 to 30 years with the exception of the past five years. Single-family residential development remains the predominant use throughout the neighborhood. The typical residence is 1,200 to 2,500 SF in size with sites varying from .5 acres to 40 acres or more. The combination of residential homesteads with agricultural and livestock farming is also a common practice. Much of the area has level topography and favorable soils which are conducive to various farming applications.

Single-family residential developments with higher densities have been developed in the past ten years. These developments are primarily confined to Mobile Highway (U.S. Highway 90) and West Nine Mile Road (Alt. U.S. Highway 90) in the southern portion of the neighborhood, and along West Kingsfield Road and Highway 97 to the northwest. Development of large acreage tracts in the neighborhood midsection are not generally supported due to the lack of sewer service, and competition and availability of undeveloped land on the aforementioned roadways. Residential development varies from new construction to 50+ year old homes with 5 to 20 year old dwellings being typical.

Commercial development is primarily confined to the major arterials of Mobile Highway and West Nine Mile Road. Even on these roadways, development is scattered with convenience stores, taverns/lounges, small vegetable stands, repair yards, and other related uses being most prevalent.

Primary access corridors for the neighborhood include Mobile Highway (U.S. Highway 90), West Nine Mile Road (Alt. U.S. Highway 90), Highway 97 and Beulah Road. Mobile Highway and West Nine Mile Road are east-west roadways. Beulah Road is a north-south roadway that enables access from Cantonment to the north as well as rural areas to the south. Interstate 10 also traverses the community but has

restricted access with the closest interchange located at West Nine Mile Road to the southeast. Secondary access roads include Helms Road, Rebel Road, Frank Reeder Road, Muscogee Road and West Kingsfield Road. The various arterial roadways cited provide an efficient means of travel to other areas of Escambia County as well as neighboring regions.

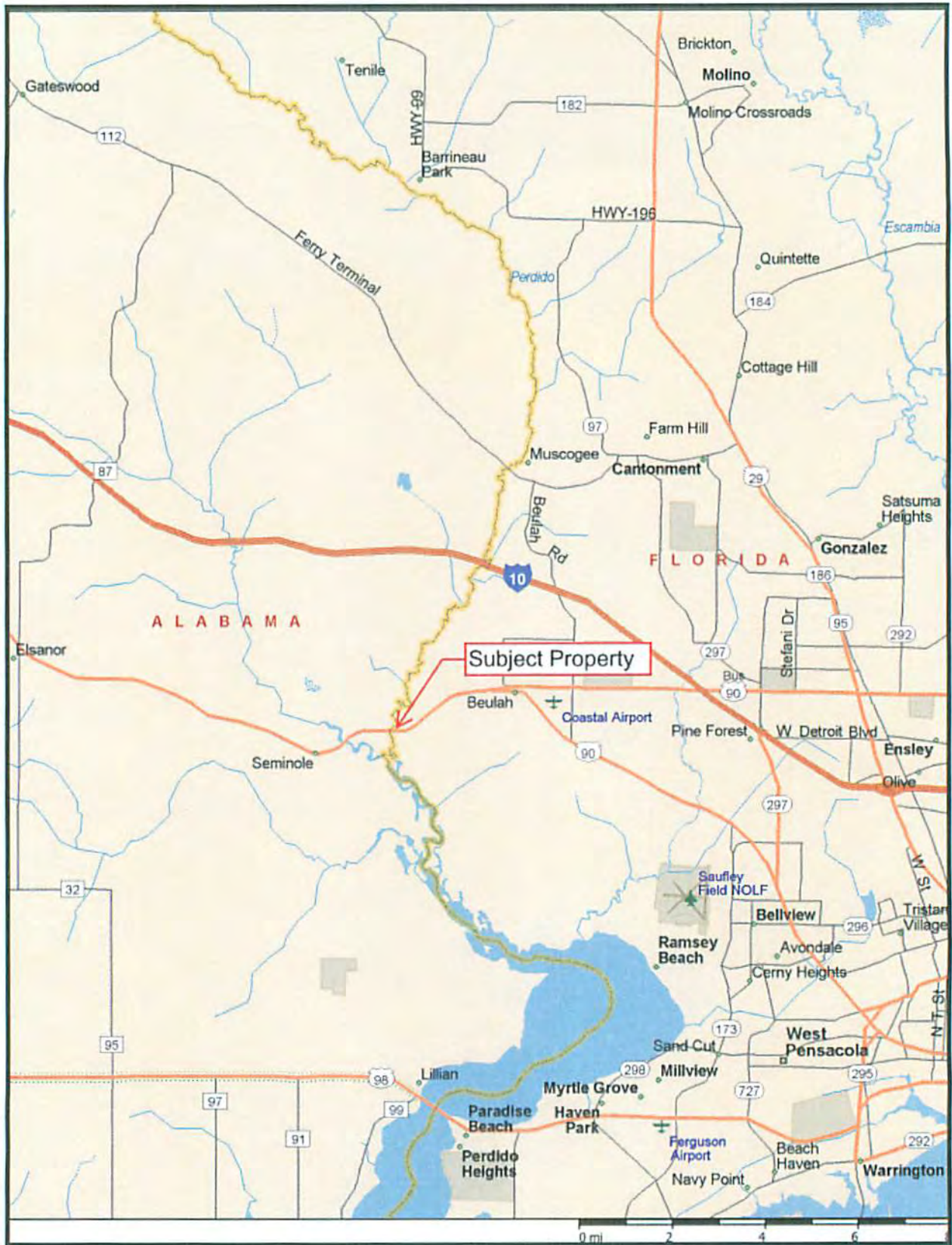
Pensacola continues to grow in a northerly and westerly direction. Residents have found that the commute from Nine Mile/Pine Forest to the central business district of Pensacola is less than 20 minutes with the use of Interstate 10. Many residents also find the north and west areas of Pensacola offer larger single family home sites that may range from one to three acres in size, a characteristic not easily located in the more heavily developed regions of Pensacola. Residential subdivision development has become more active in recent years with notable developments including the Nature Trail, Soaring, Bell Ridge Forest and Cypress Creek subdivisions.

The Perdido Landfill is located off of Beulah Road just north of Interstate 10. This is a class I landfill operation that is county owned and operated. It accommodates much of the garbage disposal needs for the greater Pensacola area. The landfill operation is highly visible based on the above ground or "high-rise" disposal method utilized. It also constitutes a detracting feature for properties in close proximity due to the visual impact as well as sporadic reports of odors permeating into the surrounding area. The adverse impact is generally confined to properties located with ½ mile of the primary landfill operation.

The growth for this community is forecasted to continue at a more rapid pace than that experienced in past years. Higher density residential development will be confined to Mobile Highway, West Nine Mile Road, West Kingsfield Road and portions of Beulah Road. The development on Beulah Road will be confined to the south of Interstate 10 in the near term due to the lack of sewer service north of this juncture. The secondary areas will continue to host low-density residential development. As the residential population increases, the surrounding community will also support new commercial development for those businesses that provide services needed on a daily basis.



### NEIGHBORHOOD LOCATION MAP



## REAL ESTATE MARKET ANALYSIS

### Overview

The real estate market is in a well publicized slump that not only applies to the local market area but the nation as a whole. The Florida Panhandle real estate market experienced unparalleled demand during the period of 2000 through the summer of 2005. Appreciation rates were unprecedented in recent history with buyers appearing to have an insatiable level of demand for residential properties. This changed by the summer/fall of 2005 with a continuous decline in market demand evident through the effective date of this appraisal.

From a micro standpoint, the catalyst of the local market downturn was considered by most to be the back-to-back active hurricane seasons of 2004 and 2005 along with the prospect of escalating insurance premiums and ad valorem taxes. In hindsight, it is now apparent that the basic framework of the national housing market was flawed which permeated through the local level. A combination of readily available credit, low interest rate loans, the use of non-traditional mortgage instruments and rampant speculation helped fuel increased demand which resulted in rapid price appreciation. Once short and long term interest rates increased, the self-perpetuating market effectively collapsed due to the lack of real fundamentals. This market "correction" period is now in its fifth year.

### National (Macro) Trends/Influences

National influences contributed to the residential housing slump as evident by the widespread impact throughout the United States. There are multiple factors that contributed to the decline. These include the following:

- Historically low mortgage interest rates
- An increase in non-traditional mortgage financing instruments
- Relaxed mortgage credit standards
- Widespread market speculation

The national financial framework is now cited as the primary culprit of the housing slump. Interest rates remained at historically low levels for an extended period in the first part of this decade which

contributed to the housing bubble. From 2001 through 2003, the Federal Reserve held interest rates at extremely low levels (1% to 2%) which resulted in low residential mortgage rates. After inflationary pressures prompted the Federal Reserve to act, a series of rapid increases in the Federal Funds Rate were made commencing in the summer of 2004 and culminating with a rate of 5.25% in the summer of 2006. Although subsequent decreases in the Federal Funds Rate have been made, the adverse effect of the rapid increases already made its impact. Many adjustable rate mortgages reset at higher interest rates which in turn impacted market demand. Long term rates have also increased and contributed to the reduction in market activity.

The use of non-traditional mortgage instruments increased in 2002 through 2006. These mortgage instruments included interest-only, adjustable rate mortgages (ARMs), option payment ARMS, along with 40-year conventional mortgages. These non-traditional mortgages greatly increased the affordability of residential properties to a segment of the purchasing marketplace that could not qualify under conventional terms. Most of these mortgage instruments were also susceptible to rate increases.

Relaxed credit standards also played a significant role in the housing bubble. Qualification standards for many of the non-traditional mortgage instruments were less than that established for traditional conventional mortgages. This resulted in an expansion of the purchasing marketplace to include buyers who normally would not qualify based on established credit thresholds.

A combination of the preceding factors provided a foundation for increased demand in residential properties. The rapid appreciation evident during the 2002 through 2005 period also encouraged rampant speculation. Many individuals speculated that increasing real estate values would continue to escalate resulting in quick profits in relatively short periods. The speculation activity was typically leveraged by the non-traditional mortgage instruments.

The peak in the local housing market occurred in the second or third quarter of 2005. Following this period, residential sales activity and values have experienced declines throughout the nation, with few exceptions. The decline varies significantly by region as evident by information published by the National Association of Realtors (NAR). On the following page, I have included two tables that report sales activity and sale prices for existing homes since 2007 as allocated by region.



**Existing Home Sales**

Year	U.S.					U.S.					Inventory	Mox Supply	
	U.S.	Northeast	Midwest	South	West	U.S.	Northeast	Midwest	South	West			
2007	5,652,000	1,006,000	1,327,000	2,235,000	1,084,000	*	*	*	*	*	3,974,000	8.9	
2008	4,913,000	849,000	1,129,000	1,865,000	1,070,000	*	*	*	*	*	3,700,000	10.5	
2009 p	5,156,000	868,000	1,165,000	1,913,000	1,210,000	*	*	*	*	*	3,289,000	8.8	
Seasonally Adjusted Annual Rate						Not Seasonally Adjusted							
2008	Dec	4,740,000	750,000	1,060,000	1,740,000	1,200,000	361,000	55,000	79,000	139,000	88,000	3,700,000	9.4
2009	Jan	4,490,000	640,000	1,030,000	1,640,000	1,170,000	257,000	35,000	54,000	96,000	72,000	3,611,000	9.7
2009	Feb	4,710,000	750,000	1,040,000	1,740,000	1,180,000	280,000	45,000	62,000	105,000	68,000	3,798,000	9.7
2009	Mar	4,590,000	690,000	1,020,000	1,710,000	1,130,000	357,000	52,000	81,000	135,000	89,000	3,648,000	9.6
2009	Apr	4,660,000	770,000	1,000,000	1,740,000	1,150,000	413,000	66,000	90,000	151,000	106,000	3,937,000	10.1
2009	May	4,720,000	800,000	1,090,000	1,740,000	1,090,000	447,000	71,000	107,000	160,000	109,000	3,851,000	9.8
2009	Jun	4,800,000	820,000	1,100,000	1,820,000	1,150,000	521,000	90,000	120,000	189,000	122,000	3,811,000	9.4
2009	Jul	5,240,000	930,000	1,220,000	1,950,000	1,130,000	532,000	105,000	127,000	190,000	110,000	4,062,000	9.3
2009	Aug	5,090,000	910,000	1,140,000	1,890,000	1,150,000	498,000	92,000	111,000	185,000	110,000	3,924,000	9.3
2009	Sept	5,540,000	950,000	1,250,000	2,040,000	1,290,000	468,000	80,000	110,000	176,000	102,000	3,710,000	8.0
2009	Oct	6,090,000	1,060,000	1,430,000	2,280,000	1,320,000	498,000	86,000	111,000	190,000	111,000	3,565,000	7.0
2009	Nov r	6,540,000	1,130,000	1,550,000	2,400,000	1,450,000	471,000	79,000	106,000	176,000	110,000	3,521,000	6.5
2009	Dec p	5,450,000	910,000	1,150,000	2,010,000	1,380,000	414,000	66,000	86,000	160,000	102,000	3,289,000	7.2
	vs. last month:	-16.7%	-19.5%	-25.8%	-16.3%	-4.8%	-12.1%	-16.5%	-18.9%	-9.1%	-7.3%	-6.6%	10.8%
	vs. last year:	15.0%	21.3%	8.5%	15.5%	15.0%	14.7%	20.0%	8.9%	15.1%	15.9%	-11.1%	-23.4%
	year-to-date:						5.156	0.867	1.165	1.913	1.211		

**Sales Price of Existing Homes**

Year	U.S.					U.S.					
	U.S.	Northeast	Midwest	South	West	U.S.	Northeast	Midwest	South	West	
Median						Average (Mean)					
2007	\$219,000	\$279,100	\$165,100	\$179,300	\$335,000	\$266,000	\$307,100	\$200,500	\$225,600	\$365,900	
2008	198,100	266,400	154,100	169,200	271,500	242,700	297,800	183,400	211,600	312,300	
2009 p	173,500	238,200	143,700	152,700	219,600	217,300	276,300	172,000	192,900	257,800	
Not Seasonally Adjusted						Not Seasonally Adjusted					
2008	Dec r	175,700	234,300	140,700	153,500	229,700	217,600	267,600	167,500	193,200	268,100
2009	Jan	164,800	227,000	131,000	143,300	215,500	206,700	262,100	157,900	180,300	256,200
2009	Feb	168,200	236,400	130,000	145,600	230,400	210,300	268,200	154,200	181,900	268,600
2009	Mar	169,900	230,700	138,700	146,900	227,400	211,300	263,300	159,800	184,400	268,000
2009	Apr	166,600	237,400	138,800	147,900	204,200	208,800	270,000	161,800	185,900	246,200
2009	May	174,700	244,300	147,100	157,500	207,000	218,100	277,600	173,900	197,900	250,400
2009	Jun	182,000	248,200	156,000	163,300	219,600	227,900	284,800	184,400	204,900	266,100
2009	Jul	181,500	251,500	155,900	162,100	217,900	227,400	286,200	184,400	203,600	263,800
2009	Aug	177,300	241,100	149,300	157,200	219,800	222,400	279,700	174,400	198,900	265,600
2009	Sept	176,000	241,500	147,200	153,500	223,700	221,900	278,200	174,600	193,200	272,800
2009	Oct	172,200	235,200	144,700	149,900	220,200	217,300	272,000	172,200	188,400	267,500
2009	Nov r	170,000	222,500	140,000	152,000	211,400	211,800	259,000	168,300	189,700	257,100
2009	Dec p	178,300	241,700	143,200	152,000	236,000	225,400	280,700	173,600	196,000	282,600
	vs. last year:	1.5%	3.2%	1.8%	-1.0%	2.7%	3.6%	4.9%	3.6%	1.4%	5.4%

The preceding tables provide obvious support that a correction is underway in the residential housing market. The total sales within the United States have decreased every year from 2005 through 2008. The sale total for the entire U.S. was 5.156 million for 2009 which indicates there has been a slight improvement over 2008. However, the number of transactions and median price indication are substantially less than that evident during the market peak in 2005. For the South region, a sales increase of 15.1% was evident for 2009 as compared to 2008 sale totals.

Housing inventory levels have also increased dramatically since 2005. In 2005, the estimated housing inventory was 2.846 million which correlated to a 4.5 month supply. The total current existing homes for sale as of July 2010 totaled 3.98 million homes correlating to a 12.5 month supply.



The following graphs from the August 2010 issue of Real Estate Insights published by the National Association of Realtors depict historical or forecasted trends for various national indicators/factors that pertain to the real estate market.

**Home Sales**  
*Dipping in 3rd quarter of 2010, then rising*



Sources: NAR, Bureau of the Census, NAR Forecast

**Mortgage Rates**  
*Still at historic lows and attractive for homebuyers*



Sources: Freddie Mac, NAR Forecast

**Housing Starts**  
*Gradually rising*



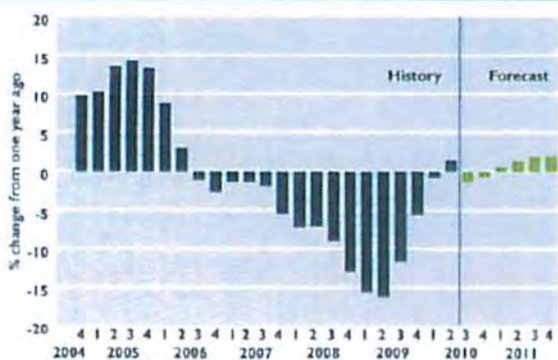
Sources: Bureau of the Census, NAR Forecast

**Economic Growth**  
*Slow growth, but still positive*



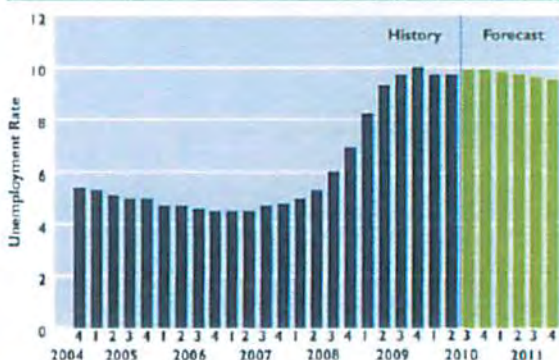
Sources: Bureau of Economic Analysis, NAR Forecast

**Home Price Appreciation**  
*No meaningful change in either direction*



Sources: NAR, NAR Forecast

**Unemployment**  
*Slow economic growth will keep unemployment elevated*



Sources: Bureau of Labor Statistics, NAR Forecast



**Local (Micro) Trends/Influences**

The demand for residential properties in the Pensacola MSA from the year 2000 through the summer of 2005 was unparalleled in comparison to the past 30 to 40 years. The local market experienced strong levels of growth over this period. This in turn encouraged a rapid escalation in the construction of residential subdivisions.

From the period of the year 2000 through 2003, there was a steady increase in demand with a corresponding impact on property values. This demand level, while described as steady, resulted in +10% to +25% annualized appreciation for a broad range of property types. From the winter of 2003 through the summer of 2005, the demand for coastal property increased exponentially. During this period, the value of property in many cases doubled and even tripled. Rural and semi-rural communities were less impacted with more moderate appreciation rates evident.

There has been a drastic change in market conditions for the local real estate market since the summer of 2005. The market has changed from an obvious seller’s market to a profound buyer’s market during this timeframe with this trend continuing to the present time. Recent sales rates have been at a fraction of what was evident in 2004 and 2005 with values decreasing to a point that coincides with what was evident in the years 2002 and 2003.

The Pensacola MSA has experienced a steep decline in sales in the most recent period as previously discussed. The following table provides a summary of total lot sales per each 12-month period for the combined Escambia County and Santa Rosa County area. The information was obtained from the Pensacola Multiple Listing Service (MLS).

<b>ANNUAL SALE TOTALS – ALL RESIDENTIAL LOTS</b>						
Annual Period	2004	2005	2006	2007	2008	2009
Number of Sales	1,482	1,173	553	369	229	220
Average Days on Market	408	210	146	145	228	244
Sales Price/List Price Ratio	96%	95%	89%	86%	83%	87%

The previous table indicates that there has been a significant decline in annual sale totals for residential lots. In 2004, there were 1,482 residential lots sales recorded on the Pensacola Multiple Listing

Service. In 2009 there were only 220 lot sales indicating a sales total decline of 85% as compared to the 2004 base year. The reduction in demand for residential lots appears to have commenced in 2005 with a continuation in decline evident through a current date. It is important to note that that tract subdivision lots are not typically sold on the MLS and the annual lot sales listed do not reflect the total market.

Demand for detached single family residential dwellings has also declined over the study period. The 2009 data indicates a slight increase in residential dwelling sales from the previous year. A significant decline of 41.2% is indicated if 2004 is used as the base year for comparison. A table detailing the annual sale totals for 2004 through 2009 is included below:

<b>ANNUAL SALE TOTALS – DETACHED SINGLE FAMILY RESIDENTIAL DWELLINGS</b>						
Annual Period	2004	2005	2006	2007	2008	2009
Number of Sales	7,145	7,363	6,182	5,053	4,035	4,198
Average Days on Market	72	46	80	106	123	124
Sales Price/List Price Ratio	98%	97%	96%	96%	95%	95%

REAL Trend Report

The Real Trend Report is compiled and published by Metro Market Trends, a local company that provides real estate sales, tracking, market share reporting and analysis information for Florida and South Alabama.

The December 2008 REAL Trend Report for Escambia County indicates a decline in sale totals for all residential property types for 2008 as compared to 2007. New home sales declined 23.7% with resales of existing homes down 29.8%. The December 2009 REAL Trend Report for Escambia County indicates that the rate of decline is moderating for resales. A comparison of the 2009 to 2008 data indicates that new home sales declined 25.3% with resales down only 5.4%. The slowdown in new construction is likely a significant factor in the continued decline of new home sales. A table summarizing the 2008-2009 real estate activity as well as accompanying graphs are included on the following page:

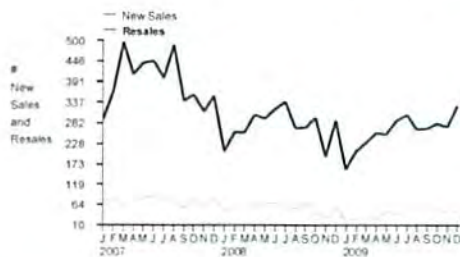


## Real Estate Sales Activity

Number of Sales	DEC 2009	DEC 2008	% Chg	YTD 2009	YTD 2008	% Chg
<b>Single Family</b>						
Total New Sales	50	59	15.25	507	679	25.33
Total ReSales	327	289	13.54	2,111	2,290	-5.44
Total Single Family	377	347	8.65	3,618	3,969	-8.84
<b>Condominium/Townhomes</b>						
Total New Sales	3	1	200.00	56	49	14.29
Total ReSales	47	27	74.07	517	438	18.04
Total Condo/Townhome	50	28	78.57	573	487	17.65
<b>Mobile/Manufactured Homes</b>	12	26	-53.85	163	199	-18.09
<b>Residential Lots</b>	69	157	-56.05	683	1,064	-37.57
<b>Commercial &amp; Other (MPRV)</b>	32	31	3.23	267	320	-16.56
<b>Commercial &amp; Other (VACNT)</b>	13	7	85.71	96	109	-11.93
<b>Total</b>	553	596	-7.21	5,400	6,178	-12.59
Total Foreclosures	73	97	-24.74	869	775	11.98
Total Lis Pendens	274	245	11.84	2,506	2,998	-13.16

Dollar Volume of Sales	DEC 2009	DEC 2008	% Chg	YTD 2009	YTD 2008	% Chg
<b>Single Family</b>						
Total New Sales	7,802,865	10,838,136	-28.01	87,229,511	127,381,958	-31.52
Total ReSales	38,037,600	34,023,000	11.80	387,662,200	421,700,400	-8.07
Total Single Family	45,840,485	44,861,136	2.18	474,911,711	549,082,358	-13.51
<b>Condominium/Townhomes</b>						
Total New Sales	1,555,000	495,000	214.14	41,282,900	37,824,200	9.14
Total ReSales	15,305,200	8,698,600	70.27	147,756,900	160,467,400	-7.93
Total Condo/Townhome	16,860,200	9,493,600	77.78	189,039,800	198,311,600	-4.68
<b>Mobile/Manufactured Homes</b>	577,600	526,000	9.81	5,988,300	7,906,600	-24.26
<b>Residential Lots</b>	1,876,200	1,823,700	2.86	24,915,300	41,637,700	-40.16
<b>Commercial &amp; Other (MPRV)</b>	7,687,600	18,060,500	-57.43	84,891,000	158,427,200	-85.60
<b>Commercial &amp; Other (VACNT)</b>	3,048,700	898,100	239.46	16,429,700	31,525,900	-47.88
<b>Total</b>	75,890,785	75,653,039	31	796,175,811	996,691,255	-20.13
Total Foreclosures	1,843,500	3,318,400	-44.45	31,290,100	25,335,000	23.51

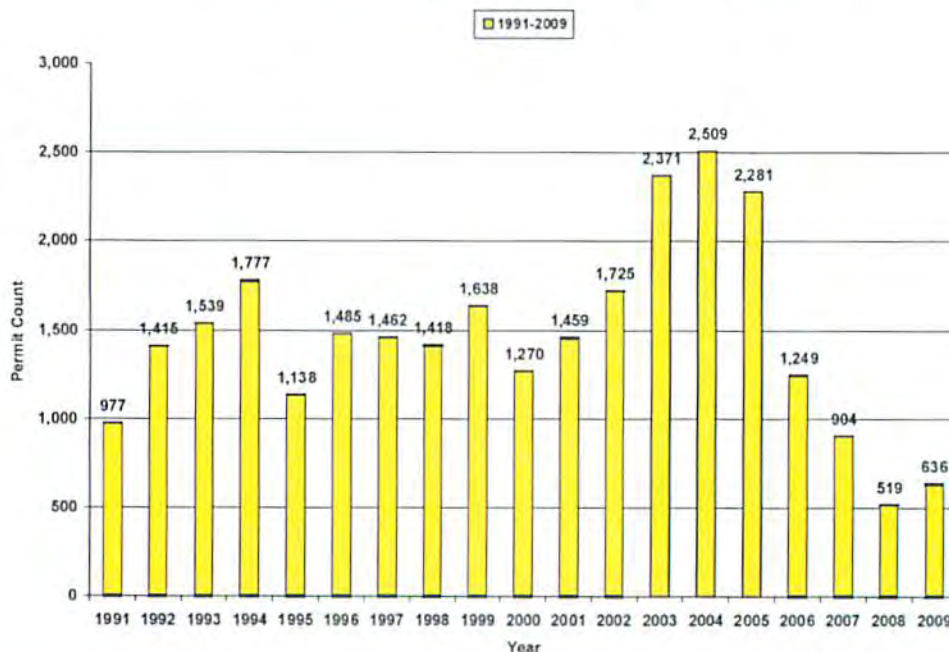
## Single Family New and Resales



## Building Permit Data

Local single family residential building permit data for Escambia and Santa Rosa Counties is also a good indication of the state of the current residential market. Building permit data for Santa Rosa County is included below:

Santa Rosa County - Single Family Building Permits - By Year





The Santa Rosa County Building Inspection Department indicates that there were 636 SFR building permits issued in 2009. This is substantially less than the 2,509 total permits issued in 2005 at the peak period of the housing market. The most recent low of 519 permits occurred in 2008. The permits are also categorized by area with Holley-Navarre, Pace and Midway being the top three areas of construction with these accounting for 68% of the total permits issued in the past nine years.

The permit data for Escambia County exhibits a similar trend as Santa Rosa County. The number of permits for new single-family residential construction per annum within Escambia County since 1999 is exhibited in the following table:

New Single family Residential Permits Issued Annually											
Year	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Permits Issued	1660	1363	1445	1694	1755	1766	2010	1218	805	554	514
Annual Average	1344										

The previous table indicates that 2005 was the most recent peak in permits issued for new SFR construction in Escambia County. The 2009 permit total was 514 which is 74% less than the market peak and 62% less than the average permit total for the period 1999 through 2009. The decline in permit totals appears to be moderating based on a comparison of the 2008 and 2009 data.

**Additional Comments**

There has been some good news with the Federal Reserve Board significantly reducing the federal funds rate. The intent is to offset economic woes evident in the national housing market slump and to provide interest rate relief with interest only and/or adjustable rate mortgages. While this action is not expected to cure the current market woes, it is expected to provide some relief in the immediate term. The U.S. Treasury Department has also injected capital into financial institutions in an effort to alleviate strains on the credit market.

The “First Time Home Buyer Tax Credit” was recently implemented by the Federal Government in an effort to boost home sales and ultimately prices. The program provided an \$8,000 tax credit to first time homebuyers who purchased a home prior to June 30, 2010. Since its expiration, new home sales have

decreased significantly across the United States. A 27.2% monthly decrease was reported in July 2010 for the nation.

Property taxes and insurance premiums are also often cited as deterrents to buyers with increased costs of ownership due to excessive increases. The Florida Legislature has taken action on both of these issues in the past three years. While there has been limited relief at this point, there is still hope that the legislative action will continue to result in the excessive burden placed on homeownership with escalating insurance premiums. Property taxes have declined in the recent past as the tax rolls reflect declining values based on the most recent sales data.

The recent Deepwater Horizon oil spill also warrants mentioning because of the environmental impact and expected repercussions on the local tourism market. The long term impact is not known at this time but recent reports indicate a reduction in hotel bookings and retail sales which may result in adverse economic impacts reverberating through the local economy.

### **Closing Thoughts and Summary**

The local residential real estate trends are consistent with nationwide trends. The primary factors that contributed to an overbuilt market were primarily fueled by national influences rather than local factors. Benign hurricane seasons over the past five seasons have not contributed to any increase in local demand. To further exacerbate the current lethargic demand, the recent panic with the credit markets due to subprime mortgage defaults has reverberated through the real estate market with tightened credit standards. This further inhibits the available purchasing market.

This section of Santa Rosa County has traditionally experienced slow growth in population and households. Natural population regeneration is insufficient to accommodate new residential subdivision development based on permit and demographic data obtained.

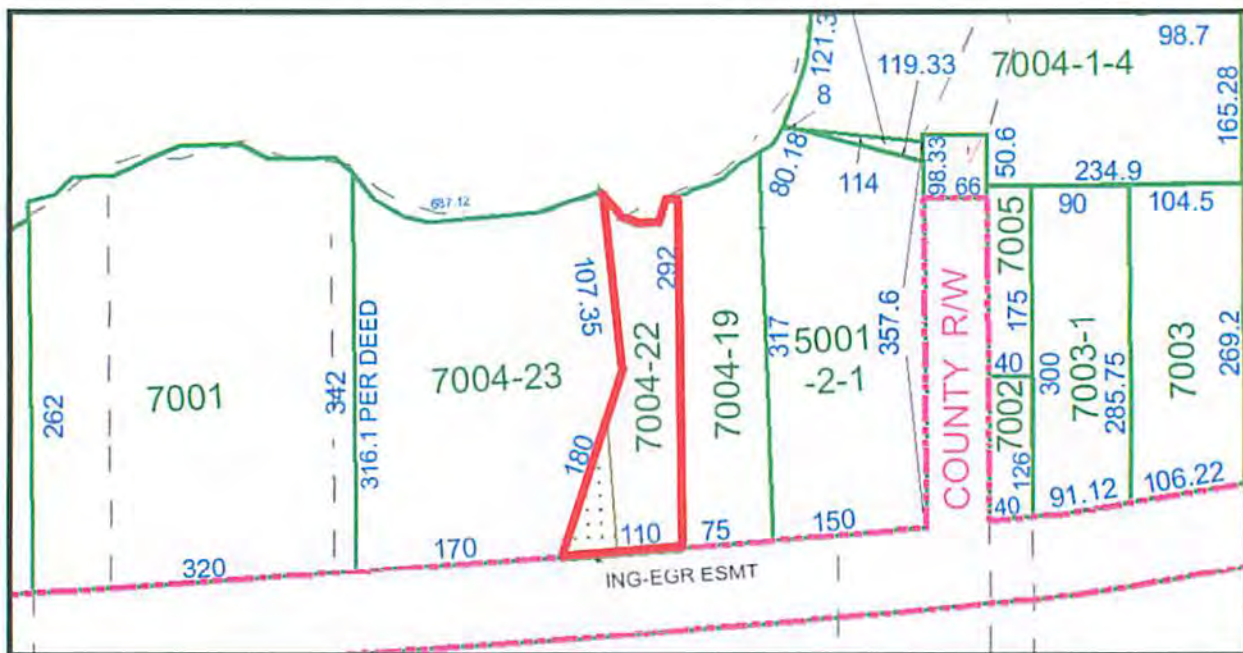
In summary, the prognosis for the local residential market is a prolonged recovery that will span many years. The rampant speculation has resulted in excessive residential lot/housing inventory which will discourage any new construction of residential subdivisions for many years.



### SITE DATA

General Description: The subject property consists of a residential homestead property that extends from the north side of Mobile Highway to the Perdido River. The frontage on Mobile Highway is actually confined to the north service road due to the increasing elevation of Mobile Highway in the immediate vicinity due to the bridge crossing over the Perdido River.

Site Area and Dimensions: According to the legal description, the site has 110' of frontage on the service road for Mobile Highway, measures 277.6' on the east boundary with a total of 287.35' on the west boundary. The effective frontage on the Perdido River is approximately 64' per a review of the boundary survey. This measurement is also consistent with the average lot width. The site encompasses approximately 22,650 SF or 0.52 acres of land area per the Escambia County tax rolls. A visual depiction of the approximate tract boundaries is depicted on the following excerpt from the section map.



Upland/Wetland Delineation & Topography: The property has a gentle slope to the north with the highest elevation evident near the south boundary and adjacent to the service road. The property appears to consist primarily of uplands although there is the potential for some wetlands adjacent to the river frontage.

Waterfront Features: The property has 64' of effective frontage along the south bank of the Perdido River. In the immediate vicinity, the river takes a wide bend with the river being quite broad and resembling a

small bayou. The river provides an attractive setting for residential use.

The Perdido River is a major tributary to Perdido Bay with a significant portion of the 60 mile river forming the border between Alabama and Florida. It is best described as a medium size blackwater river that is largely fueled by rainwater. The sandy bottom results in the formation of sandbars in the numerous bends. Frontage on the Perdido River is desirable for a number of land uses including recreational activities and residential homesteads. The potential for flooding is increased as the river flow is predominately based on rainfall.

Utility Services: Utility services directly available to this property are confined to electrical, water and telephone service. Sewer service is not presently available in the immediate area with sewage disposal facilitated by the use of septic tanks.

Access: This property is accessible via the use of the service road that is located within the Mobile Highway right-of-way. The service road commences at Ruby Fish Camp Road and extends along the north side of the elevated bridge crossing and terminates near Perdido River. The service road is paved (asphalt and concrete) and is a public right-of-way.

Flood Zone Data: The property is located predominately within flood zone "A" per FEMA Flood Insurance Rate Map panel 12033C0265G dated September 29, 2006. Flood zone "A" is assigned to areas subject to 100-year flooding with flood insurance required. A copy of the flood zone map is included as an exhibit within this report.

Easements/Reservations: I have not been provided a title commitment applicable to this property and I am unaware of any reservations that apply to this property. There is an apparent easement along the southwest portion that is used for access to the adjoining property to the west. The adjoining property uses an existing gravel driveway that extends across the subject site to the adjacent service road. The easement appears to be addressed in the warranty deed recorded in OR Book 6040, Page 1459 with it described as a non-exclusive easement for ingress/egress purposes. The easement is estimated to extend a distance of 60' along the road frontage as measured from the southwest corner. The location of the easement is depicted on the section map (refer to previous page).



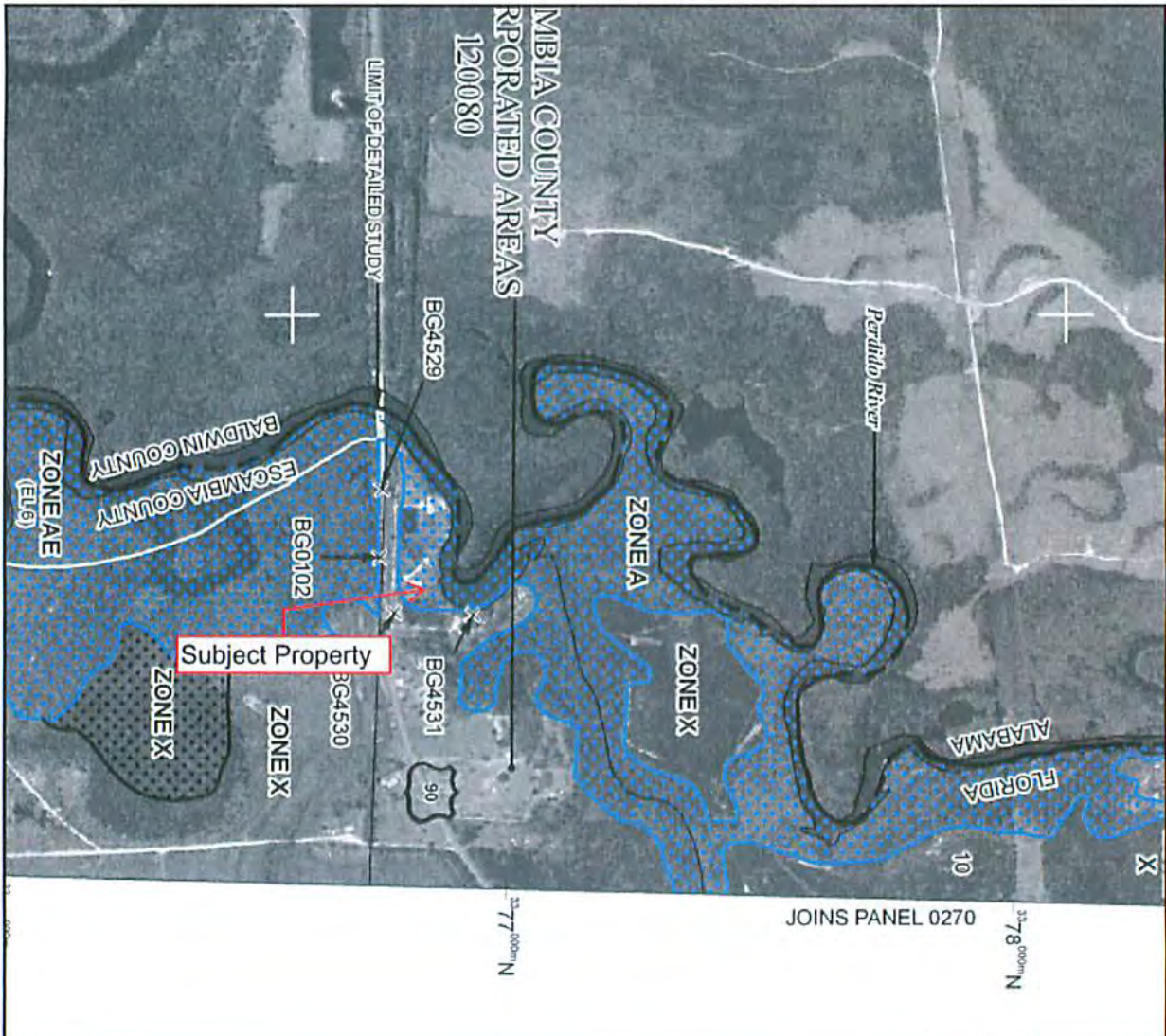
**AERIAL PHOTOGRAPH**  
(Subject outlined in red)








FLOOD ZONE MAP (FIRM PANEL 12033C0265G)



 <p>MAP SCALE 1" = 1000'</p> <p>0 1000 2000</p> <p>FEET</p> <p>METER</p>	<p><b>NATIONAL FLOOD INSURANCE PROGRAM</b></p>	
	<p><b>FIRM</b></p> <p>FLOOD INSURANCE RATE MAP</p> <p>ESCAMBIA COUNTY, FLORIDA AND INCORPORATED AREAS</p> <p>PANEL 265 OF 606</p> <p>(SEE MAP INDEX FOR FIRM PANEL LAYOUT)</p> <p>CONTAINS</p> <p>COMMUNITY NUMBER PANEL SUBPANEL</p> <p>ESCAMBIA COUNTY 12033C 0265G</p>	<p><b>NEIP</b></p> <p>PANEL 0265G</p>
<p><b>FIRM</b></p> <p>FLOOD INSURANCE RATE MAP</p> <p>ESCAMBIA COUNTY, FLORIDA AND INCORPORATED AREAS</p> <p>PANEL 265 OF 606</p> <p>(SEE MAP INDEX FOR FIRM PANEL LAYOUT)</p> <p>CONTAINS</p> <p>COMMUNITY NUMBER PANEL SUBPANEL</p> <p>ESCAMBIA COUNTY 12033C 0265G</p>		
<p>Notice to User: The Map Number shown below should be used when pricing map orders. The Community Number shown above should be used on insurance applications for the subject community.</p>		
<p>MAP NUMBER 12033C0265G</p> <p>MAP REVISED SEPTEMBER 29, 2006</p> <p>Federal Emergency Management Agency</p>		
<p>This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT OnLine. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at <a href="http://www.nsc.fema.gov">www.nsc.fema.gov</a></p>		



## IMPROVEMENT DATA

General Description: The property is improved with an off-grade dwelling that was constructed in 1976. The structure was apparently damaged in a prior hurricane with the current owners reportedly making extensive repairs after acquisition in 2006. The residence presently serves as the owner's office. However, the structure is designed for residential use. It has two bedrooms and one bathroom. The structure is placed near the center of the site and features a gravel driveway that extends to the service road for Mobile Highway.

Dimensions & Living Area: The residence has a rectangular configuration with exterior dimensions of 24' x 36' and a gross living area of 864 SF. It is constructed off grade with stacked concrete blocks piers providing approximately 7' to 8' in elevation. The exterior stairwell is placed along the west elevation. This stairwell leads to a large balcony area (predominately covered). The balcony encompasses 292 SF with the area below the structure consists of 1,144 SF of open carport/storage area.

Floor Plan: The floor plan is divided with a family room, kitchen, dining area, two bedrooms and one bathroom. The kitchen and dining area is assessed immediately upon entry. The floor plan is open in the north section with two sets of french doors leading to the 8' covered balcony. A hallway leads to the one restroom and two bedrooms which are located in the south section of the residence. A sketch of the residence is included below as a visual aid to the reader.



**Exterior Specifications:** The dwelling is constructed off-grade with masonry piers. It is a wood frame structure (class "D" construction) with vinyl exterior siding. The gable style roof is constructed of enameled 5-V crimp metal panels over plywood decking and frame trusses. The windows are double pane with vinyl coated aluminum frames. Exterior doors are metal/glass with the rear french doors having integrated blinds.

**Interior Specifications:** Painted sheetrock walls (8' height), a mixture of carpeting and 10" ceramic tile flooring, painted/textured sheetrock ceiling, numerous ceiling fans, incandescent/fluorescent light fixtures, central heat and air, laminate cabinets, brick kitchen countertops (grout not installed), refrigerator, and a Kohler enameled double basin sink. The laundry room has washer/dryer hookups. The interior doors are two-panel hollow core masonite. The bathroom has a fiberglass tub/shower unit and a single vanity.

**Condition:** The condition is rated as very good. Minimal deferred maintenance was evident. The structure has been completely refurbished on the interior and exterior. The exterior has recent vinyl siding, a new metal roof and doors and windows. The interior finish also appears to be recently installed.

**Actual/Effective Age:** The residence was constructed in 1976 per the tax rolls. However, the structure has been extensively refurbished and I estimate an effective age of seven years.

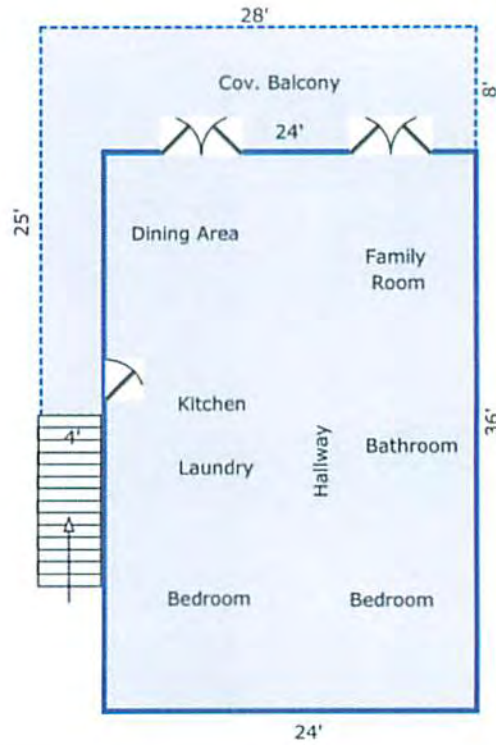
**Site/Ancillary Improvements:** Site improvements include a gravel driveway, mature landscaping (sod and shrubs), covered balcony, large carport/storage area, and a wood dock.

## IMPROVEMENT SKETCH

File No 10-1743b

SUBJECT	Property Address <b>11794 Mobile Highway</b>	County <b>Escambia</b>	State <b>FL</b>	Zip
	City <b>Pensacola</b>			
	Borrower			
	Lender/Client <b>Escambia County</b>			
	Appraiser Name <b>Joel Asmar</b>			

IMPROVEMENTS SKETCH



Scale: 1 = 10

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	864.00	864.00
P/P	Wood Deck	292.00	292.00
Net LIVABLE Area		(rounded)	864

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor	24.00 x 36.00	864.00
1 Item	(rounded)	864



**SUBJECT PHOTOGRAPHS**



**NORTHERLY VIEW TO PROPERTY - TAKEN FROM SERVICE ROAD**



**NORTHEASTERLY VIEW TO FRONT/SIDE OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**SOUTHWESTERLY VIEW TO REAR/SIDE OF RESIDENCE**



**VIEW OF GROUND LEVEL PARKING/STORAGE AREA BELOW STRUCTURE**



**SUBJECT PHOTOGRAPHS**



**VIEW OF COVERED BALCONY**

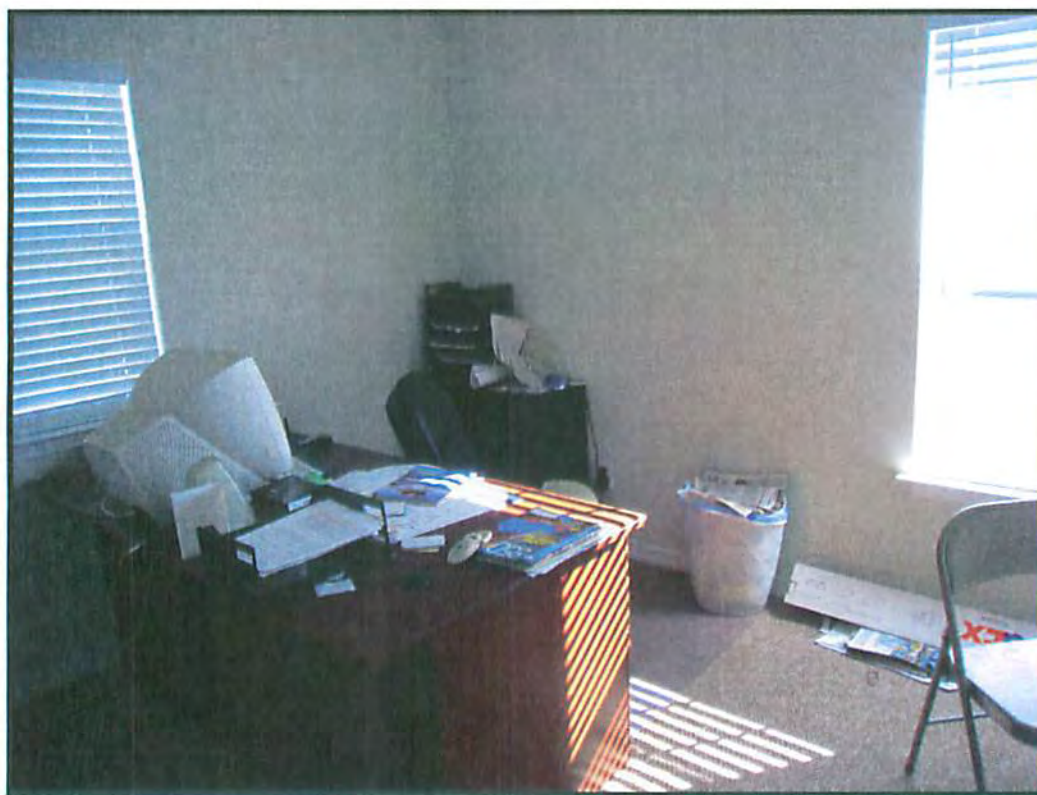


**INTERIOR VIEW OF RESIDENCE**

**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**GRAVEL DRIVEWAY WITHIN EASEMENT FOR ADJOINING PROPERTY TO WEST**



**SOUTHERLY VIEW OF PROPERTY – TAKEN NEAR RIVER FRONTAGE**



**SUBJECT PHOTOGRAPHS**



**EASTERLY VIEW ALONG RIVER FRONTAGE**



**NORTHERLY VIEW TO PERDIDO RIVER**



**SUBJECT PHOTOGRAPHS**



**VIEW TO PROPERTY FROM NORTHWEST CORNER**

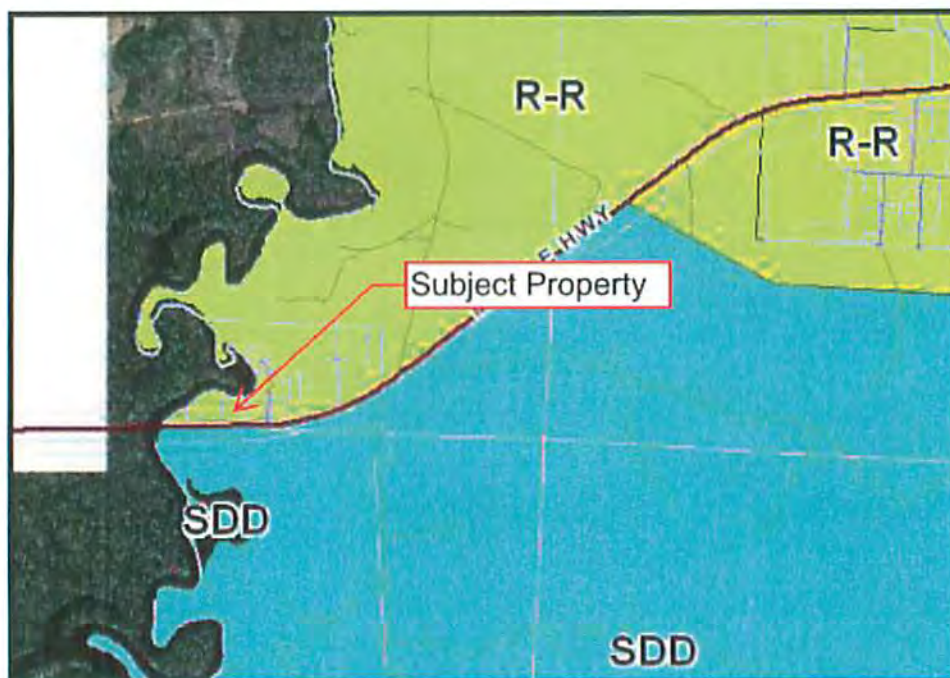


**EASTERLY VIEW ALONG SERVICE ROAD FOR MOBILE HIGHWAY**



## ZONING, FUTURE LAND USE AND CONCURRENCY

Zoning: This property is located outside the city limits of Pensacola and is within the zoning jurisdiction of Escambia County. According to the Escambia County Planning and Zoning Office, this property is located within the R-R, Rural Residential district. An excerpt from the zoning map is included below:



A description of the R-R district, per an excerpt from the Escambia County Land Development Code, is listed as follows:

***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.*

Permitted uses within the R-R are fairly restrictive with low density single family residential development being the primary land use. The minimal lot area is ½ acre for single family use.

Future Land Use: The State of Florida has mandated that each county and incorporated city, draft and implement a comprehensive plan of future land use. The Department of Community Affairs has accepted the future land use map devised by Escambia County. The subject is located within the "Agricultural" future land use classification.

Concurrency: Concurrency management system regulations went into effect on October 1, 1991. From that date forward, development orders or permits required a Certificate of Concurrency. Approval is contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, waste, and mass transit) will be available concurrent with the impact of the proposed development. Under concurrency, certain projects may not be approved, and for those that are approved, the additional paperwork and many requirements may increase development costs. The Escambia County Planning and Zoning Office was consulted and indicated they were not aware of any concurrency issues at this particular location.

Summary: The primary intent of the R-R district regulations is with low density single family residential development. Residential use of the subject property is permitted within this district.

### **ASSESSMENT AND TAXES**

The subject property is assessed by the Escambia County Property Appraiser's Office under tax account number 10-2454-000 and the corresponding parcel reference number 10-1S-32-7004-000-022. The total 2010 assessment is \$61,741, which is further allocated as \$14,962 for land and \$46,779 for improvements. The 2010 annual gross tax liability is \$1,036.02 which includes a \$75 fire assessment.

### **HISTORY OF PROPERTY**

The property is currently under the ownership of the Ricky and Traci Herndon. The current owners previously acquired this property on November 15, 2006 from A. L. Enfinger per the warranty deed recorded in OR Book 6034, Page 26. The consideration paid was \$100,000 as reflected by the documentary stamps with the verified per MLS 306484. A copy of the deed is included within the addenda section of this report.

The MLS data sheet for the November 2006 purchase indicated that the structure was severely damaged at the time of sale. The current owners have since completely refurbished the structure.

The property is presently owner occupied as an office. I am unaware of any other pertinent historical transactions that have transpired in the past three years.



## **ANALYSIS OF DATA AND CONCLUSIONS**

## HIGHEST & BEST USE

Highest and best use is defined in the third edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 1993), as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

As evident by its definition, highest and best use is a multiple step process that investigates the optimum use of a property by a variety of criteria. The premise of highest and best use is that the lone concluded use or uses must satisfy all of the applicable tests. The following graphic provides a visual depiction of the basic premise behind this analysis.



Physically Possible Uses: The subject site consists of a 0.52 acre parcel that extends from the Mobile Highway right-of-way to the Perdido River. The site is improved with an 864 SF single-family residence. The residence has two bedrooms, one bathroom and an oversized ground floor carport/storage area. The structure is in very good condition with an effective age of seven years.

The location is in a semi-rural area known as Beulah that has experienced increased demand in recent years due to a northerly push in development from the greater Pensacola area to the southeast. The river frontage enhances the residential appeal of the property with the northerly view being good and the river being broad in the immediate vicinity.

From a physical standpoint, the existing improvements were designed and currently serve as a single family residential homestead.

Legally Permissible Uses: The property is zoned R-R, Rural Residential. This is a low density residential designation that is commonly applied to residential land in semi-rural areas. The existing single family use appears to comply with the basic intent of the R-R land use regulations.

Financially Feasible/Maximally Productive Tests: Considering the physical and legal factors, it is obvious the highest and best use is for a continuation as a single-family residence. The property consists of a functional residence with a projected remaining life of 40 or more years.

## **APPRAISAL VALUATION PROCESS**

The ultimate purpose of this appraisal report is to derive a well-supported value conclusion that reflects all factors, which influence the market value of the subject. Only the sales comparison approach to value is employed in this analysis with this being the most pertinent method of valuation for a single family residence.

### **SALES COMPARISON APPROACH**

The sales comparison approach is the most valid method of estimating the value of improved single-family residential properties. This approach is an appraisal technique in which the market value opinion is based upon prices paid in actual market transactions, or current listings. This approach is almost always applicable to the appraisal of real estate.

The process of the sales comparison approach is to first seek sales or listings of similar type properties. Secondly, the condition under which the property was sold, the property rights conveyed, and the potential for excess buyer expenditures must be considered prior to the application of an adjustment for changes in market conditions, if necessary. Direct physical comparison is the third step and includes an analysis of each comparable and the corresponding physical and locational attributes. Dissimilarities noted within the previous two steps are then considered with respect to the effect on the sales price. Lastly, an opinion is drawn as to the value of the subject based on the market data extracted and the comparison drawn between the comparable sales selected.

Comparable Sales Data and Analysis: The selection criteria of the comparable sales data included property rights conveyed, date of sale, financing, conditions of sale, and physical features such as location, living area, bedroom/bath count, effective age, waterfrontage, site area, condition, parking facilities and amenities. A complete data sheet for each comparable (Improved Sales 1 through 4 and Improved Listing 5) is included on the following pages.

## IMPROVED SALE NO. 1

### Property Identification

**Property Type** Single Family Residence  
**Address** 410 Riola Place, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-2000-250-001

### Sale Data

**Grantor** Steven Schreiner, et al  
**Grantee** Darrell E. Whipple, Sr., et ux  
**Sale Date** June 22, 2009  
**Deed Book/Page** 6481/1759  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Michael Whitner, listing agent (850) 341-6801; MLS 367568;  
Other sources: Public Records, Inspection

**Sale Price** \$160,000

### Land Data

**Land Size** 1.05 Acres (Effective site area of 0.35 acres due to marsh)  
**Waterfrontage** 92' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, two-story  
**Exterior Siding** Wood siding  
**Roof** Hip – composition shingle  
**Foundation** Pilings  
**Gross Living Area** 1,312 SF  
**Bedroom/Bath Count** 2BR/2.5BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Fireplace, wood deck, alarm system, dock, Florida room,  
landscaping  
**Year Built** 1977  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**Sale Price/Gross SF** \$121.95

**IMPROVED SALE NO. 1 – CONTINUED**

**Remarks**

This is the purchase of a residence on Herron Bayou. The site is oversized with a significant portion comprising marsh land. The useable waterfrontage is confined to a canal that leads to Herron Bayou. The house is constructed on pilings with the ground floor consisting of a two car garage, Florida room and workshop area.

COMPARABLE EXHIBIT – IMPROVED SALE 1





**IMPROVED SALE NO. 2**

**Property Identification**

**Property Type** Single Family Residence  
**Address** 495 Herron Villa Lane, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-4002-000-020

**Sale Data**

**Grantor** Joyce R. Sanford, et al  
**Grantee** Richard I. Johnson, et al  
**Sale Date** March 31, 2009  
**Deed Book/Page** 6446/1768  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Barbara Beech, listing/selling agent (850) 341-8319; MLS 348071; Other sources: Public Records, Inspection

**Sale Price** \$135,000

**Land Data**

**Land Size** 0.42 Acres  
**Waterfrontage** 80' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

**Improvement Data**

**Structural/Design** Frame, one-story  
**Exterior Siding** Brick veneer  
**Roof** Gable – composition shingle  
**Foundation** Off grade with brick piers  
**Gross Living Area** 1,017 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 1 car garage  
**Amenities** Fencing, covered porch, open patio, workshop, landscaping  
**Year Built** 1978  
**Condition** Average  
**Effective Age** 20 years

**Indicators**

**Sale Price/Gross SF** \$132.74

**IMPROVED SALE NO. 2 – CONTINUED**

**Remarks**

This is the purchase of a residence on Herron Bayou. The roof and AC were replaced in 2007. The residence has three bedrooms, two bathrooms and features a one car garage. The water access is similar to a canal with a view to Herron Bayou to the west.

**COMPARABLE EXHIBIT – IMPROVED SALE 2**



**IMPROVED SALE NO. 3**

**Property Identification**

**Property Type** Single Family Residence  
**Address** 3825 Bauer Road, Pensacola, Escambia County, Florida  
**Tax ID** 07-3S-32-4000-016-002

**Sale Data**

**Grantor** Thomas H. Whitmore, et al  
**Grantee** Christopher H. Henderson, et ux  
**Sale Date** November 24, 2009  
**Deed Book/Page** 6533/1085  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Sandy Blanton, listing/selling agent (850) 479-7653; MLS 375651; Other sources: Public Records, Inspection

**Sale Price** \$200,000

**Land Data**

**Land Size** 0.69 Acres  
**Waterfrontage** 100' – Canal leading to Weekley Bayou  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone X and AE  
**Encumbrances** None noted

**Improvement Data**

**Structural/Design** Frame, one-story  
**Exterior Siding** Brick veneer and wood siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,840 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and tile  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Fencing, covered porch, Florida room, fireplace, boat house/launch, 2 storage buildings, landscaping  
**Year Built** 1974  
**Condition** Average  
**Effective Age** 20 years

**Indicators**

**Sale Price/Gross SF** \$108.70

**IMPROVED SALE NO. 3 – CONTINUED**

**Remarks**

This is a good quality residence that features crown molding, granite kitchen countertops, stained wood cabinetry, ceramic tile flooring, and good quality windows. The waterfrontage is along a deep canal that extends to Weekley Bayou and Perdido Bay to the west.

COMPARABLE EXHIBIT – IMPROVED SALE 3



**IMPROVED SALE NO. 4**

**Property Identification**

**Property Type** Single Family Residence  
**Address** 12964 Seratine Drive, Pensacola, Escambia County, Florida  
**Tax ID** 07-3S-32-4001-000-001

**Sale Data**

**Grantor** Ronald H. and Dorothy A. Bowers  
**Grantee** Raymond Eugene Sammons  
**Sale Date** July 15, 2009  
**Deed Book/Page** 6484/1457  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Jenny Smith, listing agent (850) 478-4141; MLS 357239; Other sources: Public Records, Inspection

**Sale Price** \$190,000

**Land Data**

**Land Size** 0.39 Acres  
**Waterfrontage** 100' – Weekley Bayou  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone X and AE  
**Encumbrances** None noted

**Improvement Data**

**Structural/Design** Frame, one-story  
**Exterior Siding** Vinyl siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,264 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** 288 SF sun room, boat launch and pier  
**Year Built** 1986  
**Condition** Average  
**Effective Age** 15 years

**Indicators**

**Sale Price/Gross SF** \$150.32



**IMPROVED SALE NO. 4 – CONTINUED**

**Remarks**

This is an average quality residence that is located on Weekley Bayou with good view to the south.  
The property is located on a dirt road that is privately maintained.

COMPARABLE EXHIBIT – IMPROVED SALE 4



## IMPROVED LISTING NO. 5

### Property Identification

**Property Type** Single Family Residence  
**Address** 5937 Hurst Hammock Road, Pensacola, Escambia County,  
Florida  
**Tax ID** 01-2S-32-2006-000-000

### Sale Data

**Owner** Phebe A. Scully  
**Listing Agent/Agency** Gay Keighley, Exit Advantage Realty  
**Survey Date** November 19, 2010  
**MLS Number** 396885  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Gay Keighley, listing agent (850) 982-6457; MLS 396885;  
Other sources: Public Records, Inspection

**List Price** \$234,900

### Land Data

**Land Size** 0.48 Acres  
**Waterfrontage** 70' – Perdido River/Bay  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, one-story  
**Exterior Siding** Hardiboard siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,503 SF  
**Bedroom/Bath Count** 4BR/2BA  
**Flooring** Mixture of carpet and tile  
**HVAC** Central forced air  
**Parking** Open parking only  
**Amenities** Covered porch, screen patio, boat house, landscaping  
**Year Built** 1975  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**List Price/Gross SF** \$156.29

**IMPROVED LISTING NO. 5 – CONTINUED**

**Remarks**

This is the current listing of a residence on Hurst Hammock Road with frontage on a broad section of the Perdido River near the outfall to Perdido Bay.

COMPARABLE EXHIBIT – IMPROVED LISTING 5





### COMPARABLE LOCATION MAP





Direct Physical Comparison: For the direct comparison analysis, the valuation analysis is based on lump sum adjustments made to the overall sale price. This analysis continues with the presentation of the following comparison grid:

IMPROVED SALES COMPARISON GRID											
Item	SUBJECT	IMPR. SALE 1		IMPR. SALE 2		IMPR. SALE 3		IMPR. SALE 4		IMPR. LISTING 5	
Description	11794 Mobile Highway	410 Rola Place		495 Herron Villa Lane		3825 Bauer Road		12964 Seraline Drive		5937 Hurst Hammock Road	
Sales Price	N/A	\$160,000		\$135,000		\$200,000		\$190,000		\$234,900	
<b>Economic Adjustments</b>											
Property Rights	Fee Simple	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000		\$234,900
Financing Terms	Cash or Equiv.	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000		\$234,900
Conditions of Sale	Arm's Length	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Negotiation	-10.00%
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000		\$211,410
Buyer Expenditures	N/A	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000		\$211,410
Date of Sale	Current	Jun-09	0.00%	Mar-09	0.00%	Nov-09	0.00%	Jul-09	0.00%	Current	0.00%
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000		\$211,410
<b>Physical Adjustments</b>											
Location	Beulah	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	Beulah	Sim.
Lot Size	0.52 acres	0.35 acres Eff	Sim.	0.42 acres	Sim.	0.69 acres	Sim.	0.39 acres	Sim.	0.48 acres	Sim.
Waterfrontage	64'/Wide River	92'/Canal-Bayou	Sim.	80'/Canal-Bayou	Sim.	100'/Canal	\$10,000	100'/Bayou	-\$15,000	70'/Wide River	Sim.
Const. Quality	Average	Average	Sim.	Average	Sim.	Good	-\$10,000	Average	Sim.	Avg/Good	-\$5,000
Effective Age	7 years	20 years	\$13,000	20 years	\$13,000	20 years	\$13,000	15 years	\$8,000	15 years	\$8,000
Condition	Very Good	Average	\$10,000	Average	\$10,000	Average	\$10,000	Average	\$10,000	Average	\$10,000
Gross Living Area (SF)	864	1,312	-\$18,000	1,017	-\$6,000	1,840	-\$39,000	1,264	-\$16,000	1,503	-\$25,500
Bedroom/Bath	2BR/1BA	2BR/2.5BA	Sim.	3BR/2BA	Sim.	3BR/2BA	Sim.	3BR/2BA	Sim.	4BR/2BA	Sim.
Parking	Oversized CP-2	G-2	-\$3,000	G-1	-\$1,000	G-2	-\$3,000	G-2	-\$3,000	Open	\$2,000
Exterior Amenities	Cov. Deck, Dock	Deck, Dock, Florida Rm	-\$2,000	Porch, Patio Workshop	Sim.	Patio, Boat Hse, FL Rm	-\$4,000	Sun Rm, Dock, Launch	-\$2,000	Scr Porch, Boat House	-\$5,000
Net Adj. %			-\$3,000		\$13,000		-\$26,000		-\$21,000		-\$15,500
Adj. Price			\$157,000		\$148,000		\$174,000		\$169,000		\$195,910



Valuation Analysis: Adjustments are applied to the unit of comparison (in this case the total purchase price) to account for observed differences between the subject property and the comparable sales. If the comparable property is considered inferior to the subject with regard to a particular characteristic, a positive adjustment is applied. Conversely, if the comparable property is rated superior to the subject, a negative adjustment is applied. A summarized discussion of the comparison factors follows:

Property Rights: To the best of my knowledge, all of the comparable sales were conveyed in fee simple interest and 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 comparable sales represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary to these sales.

Conditions of Sale: The comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. Improved Listing 5 is a current offering and a -10% adjustment is applied for a typical negotiation allowance.

Buyer Expenditures: The sales were not deemed to have extraordinary buyer expenses that warranted consideration.

Time/Market: A time/market adjustment was not necessary based on the recent transaction dates of the comparable sales. The market for lower priced residential dwellings has stabilized in recent months with no evidence of price appreciation evident. Although there is evidence of continued devaluation in the market, this trend has been most evident with homes in the \$200,000 to \$500,000 price range.

After considering these factors, as well as other market evidence (current listings, conversations with knowledgeable brokers, etc.), a time/market adjustment was not deemed necessary for the sales comparison analysis.

Location: The subject is located on Mobile Highway in the Beulah area. Improved Listing 5 shares a location within the Beulah area and is rated similar to the subject. Improved Sales 1 through 4 have slightly superior locations in West Pensacola with a modest -\$3,000 adjustment applied due to the proximity to the more heavily populated Pensacola area.

**Lot Size:** The subject has a gross site area of 0.52 acres and is being compared to properties that vary from 0.35 to 0.69 acres. The comparables are rated reasonably similar for this factor with no adjustment necessary.

**Waterfrontage:** The subject has 64' of effective frontage on a wide segment of the Perdido River. Most of the comparables have similar quality waterfrontage on various bayous, canals or rivers. Improved Sale 3 has frontage on a narrow canal with the view amenity rated inferior with a +10,000 adjustment applied. Improved Sale 4 has frontage on a deep water bayou and is adjusted by -\$15,000.

**Construction Quality:** The subject has average quality construction features with Improved Sales 1, 2 and 4 rated as similar. Improved Sale 3 and Improved Listing 5 have higher quality rating and are adjusted by -\$5,000 to -\$10,000.

**Effective Age:** The subject has an effective age of 7 years. The comparables have effective ages of 15 to 20 years. The adjustments applied are based on a \$1,000 per year depreciation allowance.

**Condition:** The subject is in very good condition. All of the comparables are in average condition with +\$10,000 adjustments applied.

**Gross Living Area:** The subject dwelling contains 864 SF. The comparables vary from 1,017 SF to 1,840 SF. The amount of adjustment is based on a unit value of \$40 per SF applied to the differences in living areas.

**Bedroom/Bath Count:** The subject has two bedrooms and one bathroom. All of the comparables are rated reasonably similar for this comparison factor and no adjustment is applied.

**Parking:** The subject has an oversized two car carport. Improved Sales 1 through 4 have one or two car garages and are adjusted by -\$1,000 to -\$3,000. Improved Listing 5 has open driveway parking and is adjusted by +\$2,000.

**Exterior Amenities:** The subject has a covered balcony and a wood dock. Improved Sales 1, 3, 4 and Improved Listing 5 feature superior amenities and are adjusted by -\$2,000 to -\$5,000. The higher adjustments were applied to properties with boat houses.

**RECONCILIATION AND FINAL VALUE OPINION**

The comparables represent four recent purchases and one current offering of waterfront single-family residential dwellings in the general area. The comparables indicate an adjusted value range of \$148,000 to \$195,910. The high indicator is from Improved Listing 5 with secondary weight accorded to this indication due to its active status. The four closed sales support the valuation range of \$148,000 to \$174,000 with three of the sales supportive of the middle to upper range. After reviewing the comparable sales, I have reconciled to a final opinion of \$165,000 as of November 17, 2010.

**FINAL VALUE OPINION – FEE SIMPLE INTEREST**

**ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS**

**(\$165,000)**

**ADDENDA**

**COPY OF PRIOR CONVEYANCE DEED**  
**COPY OF ESCAMBIA COUNTY TAX CARD**  
**QUALIFICATIONS AS AN APPRAISER**

Recorded in Public Records 11/20/2006 at 02:40 PM OR Book 6034 Page 26,  
Instrument #2006116067, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00 Deed Stamps \$700.00

Prepared by  
Susan Sharp, an employee of  
First American Title Insurance Company  
2115 West Nine Mile Road, Suite 15  
Pensacola, Florida 32534  
(850)476-3990

Return to: Grantee

File No.: 2123-1364836

### **WARRANTY DEED**

This Indenture made on November 15, 2006 A.D., by

**A. L. Enfinger, a married man**

whose address is: **6450 Pensacola Blvd., Pensacola, FL 32505**  
hereinafter called the "grantor", to

**Ricky Herndon and Traci Herndon, husband and wife**

whose address is: **8190 Belle Pines Lane, Pensacola, FL 32526**  
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:

COMMENCING AT THE S.E. CORNER OF LOT 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 FOR 820.43 FEET, THENCE NORTH FOR 94.32 FEET, THENCE SOUTH 86°51'00" WEST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 10 FOR 150.00' AND POINT OF BEGINNING; THENCE NORTH 03°09'00" WEST FOR 277.60' TO THE WATERS EDGE OF PERDIDO RIVER, HEREAFTER DESIGNATED POINT "A"; THENCE FROM THE BEGINNING POINT RUN SOUTH 86°51'00" WEST FOR 110.00' TO AN IRON ROD AND CAP; THENCE NORTH 15°08'16" EAST FOR 180.00' TO AN IRON ROD AND CAP; THENCE NORTH 08°33'49" WEST FOR 107.35' TO THE WATERS EDGE OF PERDIDO RIVER; THENCE EASTERLY ALONG THE MEANDERINGS OF SAID WATERS EDGE TO POINT "A" AND THE TERMINUS OF THIS DESCRIPTION.

Parcel Identification Number: **10-1S-32-7004-000-022**

**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.

BK: 6034 PG: 27

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.

A.L. Enfinger by Peggy Hill his AIF  
A. L. Enfinger  
, by Peggy Hill his Attorney In Fact

Signed, sealed and delivered in our presence:

[Signature]  
Witness Signature

Print Name: S.Sharp

[Signature]  
Witness Signature

Print Name: Kathy L. Mooney

State of FL

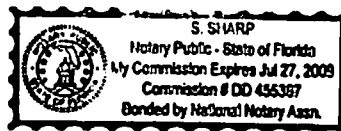
County of Escambia

The foregoing instrument was acknowledged before me on November 15, 2006, by Peggy Hill, Attorney In Fact for A.L. Enfinger, a married man who is/are personally known to me or who has/have produced a valid driver's license as identification.

[Signature]  
NOTARY PUBLIC

S.Sharp

Notary Print Name  
My Commission Expires: \_\_\_\_\_





# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#) | 
 [Tangible Property Search](#) | 
 [Amendment 1 Calculations](#)

[Back](#)

**Navigate Mode**   
  **Account**  
 **Reference**

[Printer Friendly Version](#)

<b>General Information</b> <b>Reference:</b> 101S327004000022 <b>Account:</b> 102454000 <b>Owners:</b> HERNDON RICKY & TRACI <b>Mail:</b> 8190 BELLE PINES LN PENSACOLA, FL 32526 <b>Situs:</b> 11794 MOBILE HWY 32526 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	<b>2010 Certified Roll Assessment</b> <b>Improvements:</b> \$46,779 <b>Land:</b> \$14,962 <b>Total:</b> \$61,741 <b>Save Our Homes:</b> \$0 <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><a href="#">Amendment 1 Calculations</a></p>
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<b>Sales Data</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sale Date</th> <th style="text-align: left;">Book 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>11/2006</td> <td>6034 26</td> <td>\$100,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>09/2006</td> <td>5984 931</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>06/2004</td> <td>5438 798</td> <td>\$100,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>08/2000</td> <td>4598 1158</td> <td>\$85,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book Page	Value	Type	Official Records (New Window)	11/2006	6034 26	\$100,000	WD	<a href="#">View Instr</a>	09/2006	5984 931	\$100	QC	<a href="#">View Instr</a>	06/2004	5438 798	\$100,000	WD	<a href="#">View Instr</a>	08/2000	4598 1158	\$85,000	WD	<a href="#">View Instr</a>	<b>2010 Certified Roll Exemptions</b> None <hr/> <b>Legal Description</b> BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF... <hr/> <b>Extra Features</b> None
Sale Date	Book Page	Value	Type	Official Records (New Window)																						
11/2006	6034 26	\$100,000	WD	<a href="#">View Instr</a>																						
09/2006	5984 931	\$100	QC	<a href="#">View Instr</a>																						
06/2004	5438 798	\$100,000	WD	<a href="#">View Instr</a>																						
08/2000	4598 1158	\$85,000	WD	<a href="#">View Instr</a>																						

<b>Parcel Information</b> <hr/> <b>Section Map Id:</b> <a href="#">10-1S-32</a> <b>Approx. Acreage:</b> 0.5200 <b>Zoned:</b> <a href="#">R-R</a>	<a href="#">Restore Map</a> <a href="#">Get Map Image</a> <a href="#">Launch Interactive Map</a>
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**Buildings**

Building 1 - Address:11794 MOBILE HWY, Year Built: 1976, Effective Year: 1986

**Structural Elements**

**FOUNDATION-PILINGS**  
**EXTERIOR WALL-SIDING-SHT.AVG.**  
**NO. PLUMBING FIXTURES-3.00**  
**DWELLING UNITS-1.00**  
**ROOF FRAMING-GABL/HIP COMBO**  
**ROOF COVER-METAL/MODULAR**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**FLOOR COVER-CARPET**  
**NO. STORIES-1.00**  
**FLOOR COVER-VINYL/CORK**  
**DECOR/MILLWORK-ABOVE AVERAGE**  
**HEAT/AIR-CENTRAL H/AC**  
**STRUCTURAL FRAME-WOOD FRAME**



**Areas - 1152 Total SF**

**BASE AREA - 864**  
**OPEN PORCH FIN - 192**  
**WOOD DECK FIN - 96**

**Images**



05/06/03



05/06/03

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.

Geo Update 11/22/2010 rev 2011

## QUALIFICATIONS AS AN APPRAISER

JOEL J. ASMAR, MAI

### PRIMARY EDUCATION:

Bachelor of Science in Business Administration, Florida State University, December, 1989, Real Estate major.

### EMPLOYMENT HISTORY:

President/Owner of Asmar Appraisal Company; March 2000 to present.

Associate Appraiser with Martin, Brantley & Associates (formerly G. Pratt Martin, Jr. and Associates); January 1989 to March 2000.

### PROFESSIONAL DESIGNATIONS/CERTIFICATIONS:

Awarded the MAI designation by the Appraisal Institute in February, 2000; member number 11571.

Florida State Certified General Real Estate Appraiser RZ1565

Licensed Florida Real Estate Broker #BK545024

Member, Pensacola Association of Realtors

Candidate Admissions Chair, Northwest Florida Chapter of the Appraisal Institute, 2002 to Present

### EXPERIENCE:

My experience includes extensive commercial appraisal valuations in the Florida Panhandle, South Alabama and South Georgia region. I have performed appraisals for various purposes including mortgage loan purposes, foreclosure proceedings, estate valuations, and eminent domain. The latter includes work performed with the recent road widenings for Burgess Road, Airport Boulevard, Bayou Chico Bridge, Boggy Bayou Bridge, State Roads 87 & 89 (Dogwood Drive), Beal Parkway, U.S. Highway 98 (Mack Bayou - Santa Rosa Beach), Interstate 10 (Weigh Station) and Navy Boulevard.

### PAST/CURRENT CLIENTS:

I have signed appraisals for various financial institutions including Bank of America (formerly Nations Bank and Barnett Bank), Whitney Bank, SunTrust Bank, Compass Bank, AmSouth Bank, Bank of Pensacola, Bank of the South, First American Bank, First Union Bank, Peoples First Community Bank, Vanguard Bank, among others. Governmental clients include Escambia County, City of Pensacola, Florida Department of Transportation, Florida Department of Environmental Protection, and the Escambia County School Board. I have also performed appraisal work for Baptist Health Care, Sacred Heart Hospital, Gulf Power Company, numerous attorneys, estates, accountants, as well as various individuals and businesses.

**ADDITIONAL PROFESSIONAL EDUCATION:**

I have attended numerous courses, seminars and related educational achievements, which are outlined as follows:

<b>Description</b>	<b>Date</b>	<b>Sponsor</b>
Real Estate Appraisal Principles	01/89	Appraisal Institute
Capitalization Theory and Techniques Part A	09/89	Appraisal Institute
Capitalization Theory and Techniques Part B	10/90	Appraisal Institute
Basic Valuation Procedures	03/91	Appraisal Institute
Standards of Professional Practice (Parts A, B)	04/91	Appraisal Institute
Accrued Depreciation Seminar	03/93	Appraisal Institute
Advanced Applications	08/94	Appraisal Institute
Standards of Professional Practice (Parts A, B)	12/95	Appraisal Institute
USPAP Law Update	02/96	Real Estate Educ.
Tomorrow's Appraiser	10/96	Appraisal Institute
First and Second Level - Experience Review	08/97	Appraisal Institute
Report Writing and Valuation Analysis	10/97	Appraisal Institute
USPAP – Core Law for Appraisers	11/98	Appraisal Institute
Commercial Demonstration Report	02/99	Appraisal Institute
The Comprehensive Appraisal Workshop	08/99	Appraisal Institute
Comprehensive Exam	08/99	Appraisal Institute
Third Level Experience Review	01/00	Appraisal Institute
USPAP – Core Law for Appraisers	09/00	Appraisal Institute
Standards of Professional Practice (Part C)	01/02	Appraisal Institute
Real Estate Fraud	11/02	Appraisal Institute
USPAP – Core Law for Appraisers	11/02	Appraisal Institute
Effective Appraisal Writing	08/03	Appraisal Institute
Timberland Appraisal Seminar	02/04	Appraisal Institute
Florida Core Law for Appraisers	11/04	Appraisal Institute
USPAP Update	11/04	Appraisal Institute
Feasibility, Market Value, Investment Timing: Option Value	11/04	Appraisal Institute
Small Hotel/Motel Valuation	11/04	Appraisal Institute
Analyzing Operating Expenses	10/05	Appraisal Institute
Cool Tools: New Technology For Real Estate Appraisers	10/05	Appraisal Institute
Appraising Convenience Stores	10/05	Appraisal Institute
Analyzing Distressed Real Estate	10/05	Appraisal Institute
Florida Core Law for Appraisers	04/06	Appraisal Institute
USPAP Update	04/06	Appraisal Institute
Using Your HP12C Financial Calculator	11/06	Appraisal Institute
Appraising from Blueprints and Specifications	11/06	Appraisal Institute
Florida Appraiser's State Law Update	05/08	Pensacola Bd. Of Realtors
Roles and Rules of the Supervisor and Trainee	05/08	Pensacola Bd. Of Realtors
USPAP Update	07/08	Appraisal Institute
Analyzing Distressed Real Estate	09/08	Appraisal Institute
Introduction to GIS Applications for Real Estate Appraisal	09/08	Appraisal Institute
Condominiums, Co-Ops and PUDs	09/08	Appraisal Institute
Business Practices and Ethics	02/10	Appraisal Institute
Oil Spills and Property Values	08/10	Appraisal Institute



PROPERTY ACQUISITION FOR BOAT RAMP FROM RICKY & TRACI HERNDON



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
JCC4 01/7/11 DISTRICT 1



Property Acquisition / Ricky & Traci Herndon





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

**AI-673**

**County Administrator's Report Item #: 12. 22.**

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property, Located at 11790 Mobile Highway, from Michael R. Monsour - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property, located at 11790 Mobile Highway, from Michael R. Monsour:

A. Authorize staff to make an offer to Michael R. Monsour to purchase a parcel of real property (0.55 acres with a residential structure consisting of approximately 2,304 square feet), for the appraised amount of \$190,000; 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 April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel of real property, located at 11790 Mobile Highway (0.55 acres with a residential structure consisting of approximately 2,304 square feet), owned by Michael R. Monsour, for a boat ramp. This is waterfront property with approximately 75 feet of frontage along Perdido River. Staff had an appraisal performed by Asmar Appraisal Company, Inc., dated November 23, 2010, which placed a value of \$190,000 on the property. Staff is requesting Board authorization to make an offer to Mr. Monsour for the appraised amount of \$190,000.

[Funding Source: Fund 352, Lost III, Account 220102 (NESD Capital Projects), Object Code 56101, Project 08NE0018, "Boat Ramps"]

**BACKGROUND:**

Meeting in regular session on April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel of real property located at 11790 Mobile Highway (0.55 acres with a residential structure consisting of approximately 2,304 square feet), owned by Michael R. Monsour, for a boat ramp. This is waterfront property with approximately 75 feet of frontage along Perdido River. Staff had an appraisal performed by Asmar Appraisal Company, Inc., dated November 23, 2010, which placed a value of \$190,000 on the property. Staff is requesting

Board authorization to make an offer to Mr. Monsour for the appraised amount of \$190,000.

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:**

Funding Source: Fund 352, Lost III, Account 220102 (NESD Capital Projects), Object Code 56101, Project 08NE0018 "Boat Ramps".

**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**

Board Action 04/22/10

Parcel Information

Appraisal

Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. Continued...

- B. Approving to reduce the total rental expenses; i.e., arena, parking lot, meeting room, and equipment (*in the amount of \$22,899*), by 75%, with a cap of not to exceed \$12,000 of the total waived expenses, for Junior League of Pensacola, Inc., to use the Pensacola Civic Center for its 25th Anniversary of Marketbasket fundraiser event (*Item 6*);
- C. Taking the following action concerning the acquisition of property for boat ramps (*Item 8*):
- (1) Authorizing staff to obtain new appraisals for, and pursue the acquisition of, Parcels 1 through 4, the Highway 90 Perdido River parcels, Parcels 1 and 3 owned by Ricky and Traci Herndon, Parcel 2 owned by Michael R. Monsour, and Parcel 4 owned by Gregory and Linda J. English; and
- (2) Authorizing staff to initiate acquisition of Properties 1, 2, 8, and 9 on the *Initiate Acquisition Checklist*, as follows, and ascertain whether or not the owner of the parcel located immediately west of (*Property 8*) 13946 River Road is willing to sell:
- (a) Property 1 – 5925 and/or 5900 Hurst Hammock Drive, owned by Neil Smith and Joe Meeks, respectively
  - (b) Property 2 – 5905 Hurst Hammock Drive (old ramp site), owned by Charles R. and Karen S. Roberson
  - (c) Property 8 – 13946 River Road
  - (d) Property 9 – Perdido River/Highway 90 parcels (see Item C[1])
- D. Approving, conceptually, the draft Ordinance amending Chapter 30, Article II, Section 30-37, of the Escambia County Code of Ordinances; establishing that Code Enforcement Liens shall have priority equal to taxes and superiority to all other liens and encumbrances; amending Chapter 42, Article V, Section 42-164 of the Escambia County Code of Ordinances, establishing that summary abatement liens shall have priority equal to taxes and superiority to all other liens and encumbrances (*Item 9*); and
- E. Approving, relative to Fence Permits, that staff can use a portion of the \$40 permit fee for inspection (*Item 14*).

(Continued on Page 8)





# Chris Jones

## Escambia County Property Appraiser

- Chris Jones, ECPA
- RECORD SEARCH
- MAPS
- GENERAL INFORMATION
- GOVERNMENT AGENCIES
- TANGIBLE PROPERTY
- CAREERS

**Navigate Mode**  **Account**  
 **Reference**

Printer Friendly Version

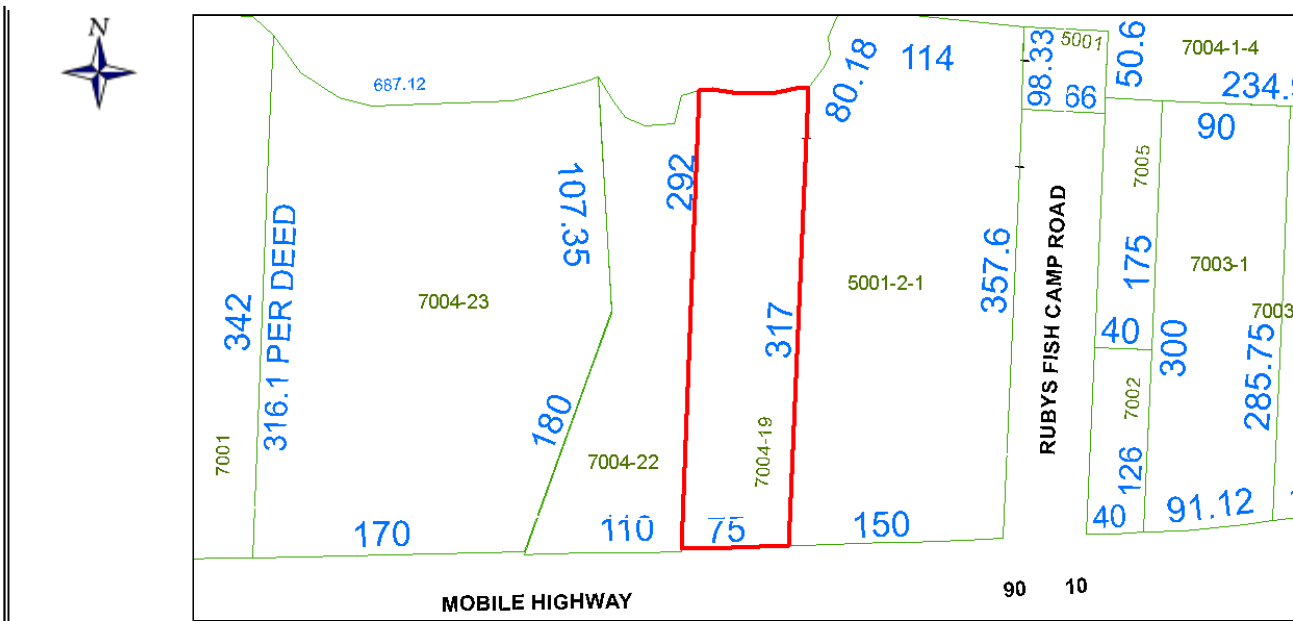
General Information	
<b>Reference:</b>	101S327004000019
<b>Account:</b>	102453600
<b>Owners:</b>	MONSOUR MICHAEL R
<b>Mail:</b>	11790 MOBILE HWY PENSACOLA, FL 32526
<b>Situs:</b>	11790 MOBILE HWY
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2008 Certified Roll Assessment	
<b>Improvements:</b>	\$93,669
<b>Land:</b>	\$11,970
<b>Total:</b>	\$105,639
<i>Save Our Homes:</i>	\$81,823
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1993	3300	0438	\$99,000	WD	<a href="#">View Instr</a>
10/1992	3257	0876	\$25,000	WD	<a href="#">View Instr</a>
09/1992	3295	0315	\$95,000	SC	<a href="#">View Instr</a>
02/1990	2872	0723	\$100	QC	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2008 Certified Roll Exemptions	
HOMESTEAD EXEMPTION	
Legal Description	<input type="button" value="🔍"/>
BEG AT SE COR OF LT 7 N 90 DEG W 820 43/100 FT N 0 DEG E 94 32/100 FT TO N R/W LI OF US HWY 90 S 86 DEG 51...	
Extra Features	
None	

Parcel Information	<a href="#">View Online Map</a>
<b>Section</b>	
<b>Map Id:</b> <a href="#">10-1S-32</a>	
<b>Approx. Acreage:</b> 0.5500	
<b>County Zoned:</b> R-R	



**Buildings**

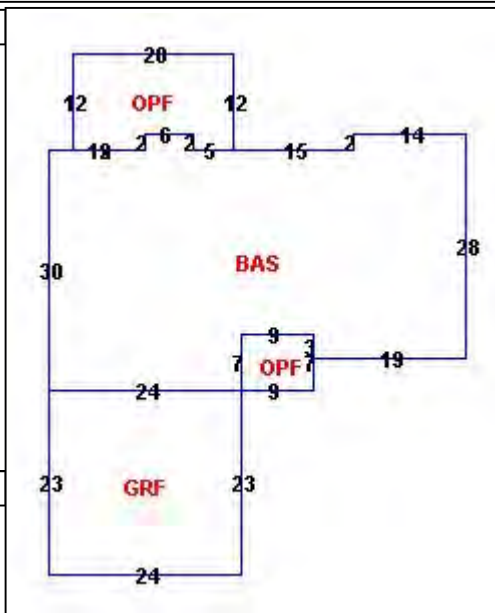
Building 1 - Address: 11790 MOBILE HWY, Year Built: 1992

**Structural Elements**

FOUNDATION-SLAB ON GRADE  
 EXTERIOR WALL-BRICK-FACE  
 NO. PLUMBING FIXTURES (7)  
 DWELLING UNITS (1)  
 ROOF FRAMING-HIP-HI PITCH  
 ROOF COVER-COMPOSITION SHG  
 INTERIOR WALL-DRYWALL-PLASTER  
 FLOOR COVER-CARPET  
 NO. STORIES (1)  
 DECOR/MILLWORK-ABOVE AVERAGE  
 HEAT/AIR-CENTRAL H/AC  
 STRUCTURAL FRAME-WOOD FRAME

Areas - 2304 Total SF

BASE AREA - 1461  
 GARAGE FIN - 552  
 OPEN PORCH FIN - 291



**Images**



05/06/03

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.

**SUMMARY APPRAISAL REPORT**  
**SINGLE FAMILY RESIDENTIAL PROPERTY**  
**OWNED BY MICHAEL R. MONSOUR**  
**11790 MOBILE HIGHWAY**  
**PENSACOLA, FLORIDA**

**PREPARED FOR**  
**MR. LARRY GOODWIN**  
**ESCAMBIA COUNTY NEIGHBORHOOD REDEVELOPMENT DEPT.**  
**1190 WEST LEONARD STREET**  
**PENSACOLA, FLORIDA 32501**

**BY**  
**ASMAR APPRAISAL COMPANY, INC.**  
**3 WEST GARDEN STREET, SUITE 504**  
**PENSACOLA, FLORIDA 32502**

---

# ASMAR APPRAISAL COMPANY, INC.



Joel J. Asmar, MAI  
State Certified General Appraiser RZ1565

APPRAISERS · CONSULTANTS

3 WEST GARDEN STREET, SUITE 504  
PENSACOLA, FLORIDA 32502

Telephone (850) 433-7631  
Fax (850) 433-7632

---

November 23, 2010

Mr. Larry Goodwin  
Escambia County Neighborhood Redevelopment Dept.  
1190 West Leonard Street  
Pensacola, Florida 32501

Re: Appraisal of  
Single Family Residential Property  
Owned by Michael R. Monsour  
11790 Mobile Highway  
Pensacola, Florida  
AAC Job No. 10-1743a

Dear Mr. Goodwin:

I have made an inspection of the referenced property for the purpose of providing an opinion of the market value of the fee simple interest as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the property in fee simple estate as of November 17, 2010, is:

**MARKET VALUE OPINION – FEE SIMPLE INTEREST  
ONE HUNDRED NINETY THOUSAND DOLLARS  
(\$190,000)**

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. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the work file.

This 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.


Mr. Larry Goodwin, Escambia County

November 23, 2010

I estimate a reasonable marketing period at 12 to 18 months. This estimate is based on my review of sales of similar properties within the same market area.

I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI  
State-Certified General Appraiser  
Florida RZ1565

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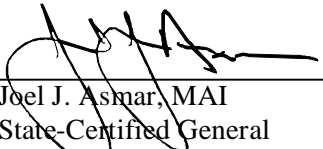
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## CERTIFICATION OF VALUE

I certify, to the best of my knowledge and belief, the following:

- The statements of fact contained in this appraisal report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I also have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement and 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 estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute and the State of Florida relating to review by its duly authorized representatives.
- The appraisal assignment was not based on a requested valuation, a specific valuation or the approval of a loan.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute and the State of Florida for the current cycle.
- I certify that I have complied with the competency provision of the Uniform Standards of Professional Appraisal Practice.
- The appraiser herein, by reason of this report, is not required to give testimony in court with reference to the property appraised unless arrangements have been previously made therefore.

  
\_\_\_\_\_  
Joel J. Asmar, MAI  
State-Certified General  
Appraiser Florida RZ1565

November 23, 2010  
\_\_\_\_\_  
Date

## SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Single Family Residential Property
CURRENT OWNERSHIP:	Michael R. Monsour
LOCATION OF PROPERTY:	The property is located on the north side of Mobile Highway approximately 150' west of Ruby Fish Camp Road. The property address is 11790 Mobile Highway, Pensacola, Florida.
PURPOSE OF APPRAISAL:	The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date.
PROPERTY RIGHTS APPRAISED:	Fee simple ownership rights.
DATE OF REPORT:	November 23, 2010
DATE OF VALUATION:	November 17, 2010
ASSESSMENT:	The 2010 assessment is \$94,474.
ZONING CLASSIFICATION:	R-R, Rural Residential District.
SITE AREA & DIMENSIONS:	The appraised property consists of an irregular shaped tract with 75' of frontage on the service road adjacent to Mobile Highway with an approximate average depth of 300'. The property has 82' of meandering frontage along the Perdido River. The gross site area is estimated at 0.52 acres.
IMPROVEMENT DATA:	The property is improved with a three bedroom, two bathroom single-family residence that was constructed in 1993. The residence has a gross living area of approximately 1,521 SF and features a 492 SF two-car garage, a covered entry, covered deck and wood dock.
HIGHEST AND BEST USE:	Single Family Residence
FINAL VALUE OPINION:	\$190,000
HYPOTHETICAL CONDITIONS AND/OR SPECIAL ASSUMPTIONS:	None.

## **PREMISES OF THE APPRAISAL**

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The valuation analysis, final value opinion and certification appearing in this appraisal report are subject to the following assumptions and limiting conditions:

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions 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 nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land 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.

Page 2 - (Cont'd) Assumptions & Limiting Conditions

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 (ADA). 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. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
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. 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 may not use it for any purpose.
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.
19. The appraiser is not required to give testimony or appear in court because of the performance of this appraisal, unless arrangements have been previously made therefore. It is understood that any future agreements concerning court testimony will acknowledge that the appraiser is an expert in the field of real estate valuation and is entitled to a fee of not less than \$200 per hour and/or a minimum expert witness fee of \$400 per occurrence, whichever is greater.
20. The acceptance of this report by the client is acknowledgment that the client has personally read the report and specifically agrees that the data set forth herein is accurate to the best of the client's knowledge. As part of the appraiser/client employment agreement, the client agrees to notify the appraiser of the existence of any error, omission or invalid data within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever.

Page 3 - (Cont'd) Assumptions & Limiting Conditions

21. Clients requesting appraisals typically seek a single property value opinion. Realistically, a single value opinion is simply a specific value out of a range of values rather than the only possible value. Thus, by acceptance of this report the client acknowledges that a value opinion is the product of a professional service and is only an opinion and not a provable fact. A value opinion may vary between appraisers based on the same facts. The appraiser warrants only that the value conclusion is his best opinion as of the effective date of valuation.

## **SPECIAL ASSUMPTIONS, CONDITIONS AND/OR SEVERANCE OF PROPERTY RIGHTS**

**Special Assumptions/Hypothetical Conditions:** The preparation of this appraisal report did not require the use of any special assumptions and/or hypothetical conditions.

**Severance of Property Rights:** A title abstract has not been furnished and I am not aware of any easements, encroachments or prior reservations applicable to this property, unless otherwise noted within this report.



## **IDENTIFICATION OF REPORT FORMAT**

This is a summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the appraiser's work file.

## **APPRAISAL PREPARED FOR**

Mr. Larry Goodwin

Escambia County Neighborhood Redevelopment Department

1190 West Leonard Street

Pensacola, Florida 32501

## **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to provide an opinion of market value of the fee simple interest in the property as of a current date.

## **INTENDED USE AND FUNCTION OF APPRAISAL**

It is my understanding this appraisal shall serve as a valuation guideline for potential acquisition for future use as a public boat ramp facility.

## **DATE OF REPORT**

November 23, 2010

## **DATE OF VALUE OPINION**

November 17, 2010, being the date of inspection.

## **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:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised and acting in what they consider their own best interests;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) 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."<sup>1</sup>

<sup>1</sup> 2010 Edition Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

## **EXPOSURE TIME**

Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions.

It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.<sup>2</sup> I estimate the exposure time for this property to be 12 to 18 months.

<sup>2</sup> 2010 Edition Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, SMT-6, July 1, 2006, pages 87-88.

## **MARKETING PERIOD**

Reasonable marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.<sup>3</sup> The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject neighborhood were contacted and the marketing period is supported by findings from these interviews. I estimate the marketing time for this property to be 12 to 18 months.

<sup>3</sup> 2006 Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, Advisory Opinion 7, July 1, 2006, pages 128-129.

## **PROPERTY RIGHTS TO BE APPRAISED**

The property rights appraised include all present and future benefits and rights of the property associated with the fee simple ownership position, free and clear of mortgage indebtedness, leases, other liens or special assessments against the property.

## **SCOPE OF WORK**

Scope of Work is defined as the type and extent of research and analysis performed in an assignment.<sup>4</sup> According to the Scope of Work Rule, in each appraisal, appraisal review, and appraisal reporting assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible appraisal assignment results; and,
3. disclose the scope of work in the report.

The scope of work includes but is not limited to:

1. the extent to which the property is identified;
2. the extent to which the tangible property is inspected;
3. the type and extent of the data researched; and,
4. the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of work must include the research and analyses that are necessary to develop credible assignment results. For this appraisal assignment, I performed the following tasks to complete the assignment in a competent manner and to be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The appraisal problem was identified by receiving preliminary information and data from the client. I then completed my own independent analysis of the data provided, along with other preliminary information, to identify the appraisal problem. The appraisal problem and purpose of this appraisal report was to form an opinion of the market value of the fee simple interest in the property as of a current date.

<sup>4</sup> 2010 Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, page 4 (Effective January 1, 2008)

The subject property was identified by the legal description and other documentation provided by the client. The identification process also included referencing the Escambia County Property Appraiser's file data, the Escambia County GIS Website, along with maps and other exhibits gathered during the appraisal assignment research.

Specific information provided and/or considered during the course of this appraisal is listed below:

- As Built Boundary Survey performed by Ruben Surveying and Mapping. The survey was dated March 19, 2003 with no revisions noted.

Secondary data was obtained from the Northwest Regional Planning Council, the Chamber of Commerce, Realtor publications and Metro Market Trends. Specific market data utilized in this valuation analysis was collected from my office files, the Pensacola Multiple Listing Service and from the public records of Escambia County (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

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 analyses. Within the confines of this analysis, I have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which I consider to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. After considering the analyses of the data using the sales comparison approach, a final opinion of the market value of the fee simple ownership interest is provided.

## **PRESENTATION OF DATA**



### **PROPERTY IDENTIFICATION**

The appraised property consists of a single family residential property with frontage on the Perdido River.

### **LOCATION**

The property is located on the north side of Mobile Highway approximately 150' west of Ruby Fish Camp Road. The property address is 11790 Mobile Highway, Pensacola, Florida.

### **OWNERSHIP OF RECORD**

The Escambia County tax rolls indicate the ownership of the property is presently vested with the following individual:

Michael R. Monsour  
11790 Mobile Highway  
Pensacola, Florida 32526

### **DATE OF INSPECTION**

The property was inspected by Joel Asmar, MAI on November 17, 2010. This inspection included the interior and exterior of the residence and the surrounding site.

## LEGAL DESCRIPTION

The legal description included on the boundary survey provided is listed below:

**LEGAL DESCRIPTION**  
THAT PORTION OF GOVERNMENT LOT 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS :  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 90 DEGREES 00' 00" WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 820.43 FEET; THENCE NORTH 0 DEGREES 00' 00" EAST, 94.32 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 90; THENCE SOUTH 86 DEGREES 51' 00" WEST, ALONG SAID NORTH LINE, 75.00 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 3 DEGREES 17' 46" WEST, 281.86 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 3 DEGREES 17' 46" WEST, 10.0 FEET, MORE OR LESS TO THE WATERS OF PERDIDO RIVER; THENCE NORTHEASTERLY ALONG SAID WATERS, 82 FEET, MORE OR LESS, TO A POINT NORTH 3 DEGREES 17' 46" WEST OF POINT OF BEGINNING; THENCE SOUTH 3 DEGREES 17' 46" EAST, 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.52 ACRES, MORE OR LESS.

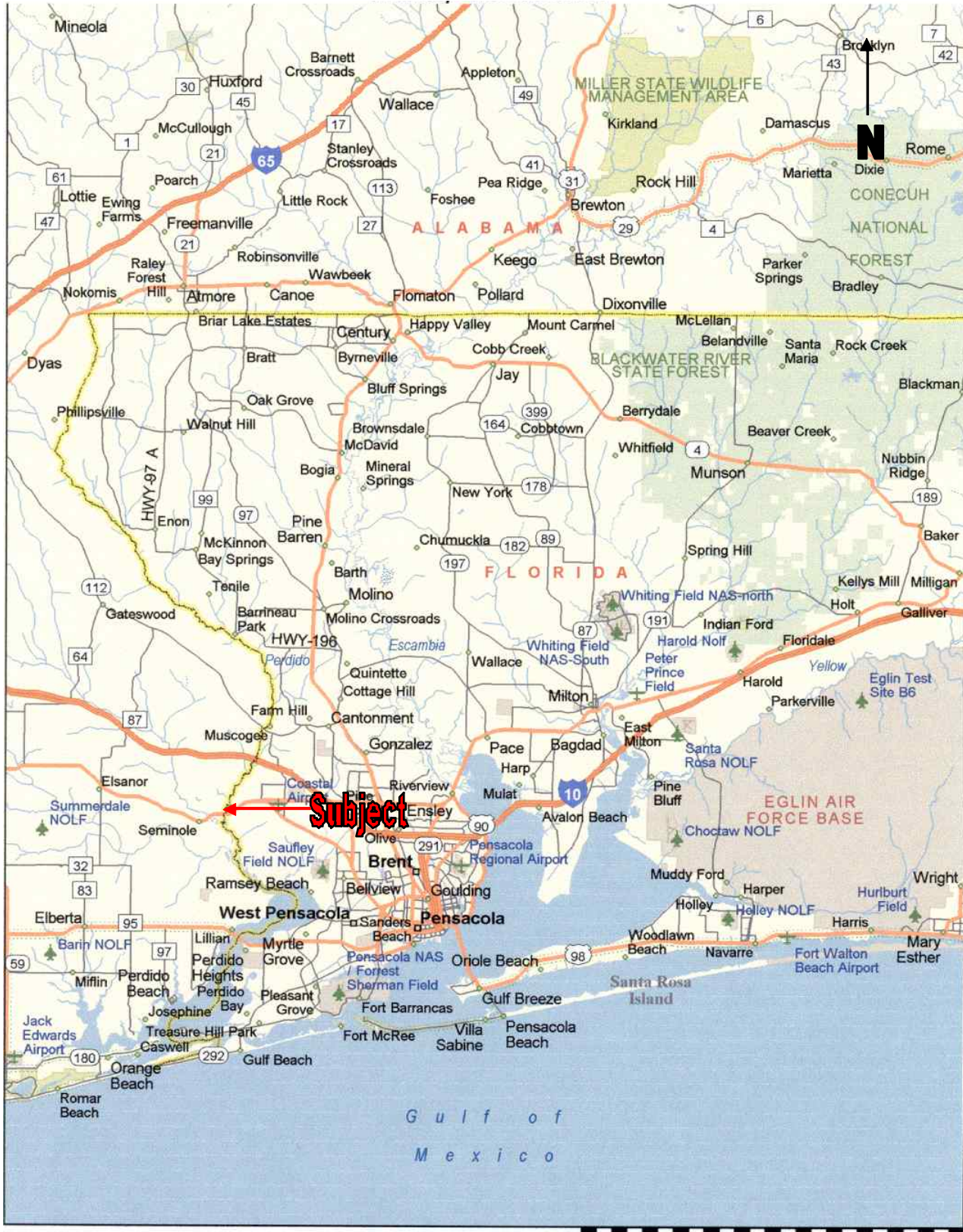
## **REGIONAL AREA DATA**

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida: Escambia and Santa Rosa. The MSA is situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The MSA 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 370 miles from Atlanta, Georgia and the area is closer to St. Louis, Missouri than to Miami, Florida.

Escambia County has approximately 661 square miles and Santa Rosa County encompasses 1,024 square miles. There is an additional 100 square miles of water area within the counties’ boundaries. The City of Pensacola is the seat of Escambia County, with the county seat for Santa Rosa being the City of Milton.

A map of the region is included on the following page:

### GENERAL AREA MAP



Four forces have a significant influence on property values in the region. They can be classified 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 following regional and city analyses are presented with these factors in mind.

ECONOMIC FORCES

An analysis of economic trends is confined to the local economy, which is most applicable to the subject of the appraisal. This category evaluates trends in employment and housing within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon tourism and governmental expenditures (primarily military). At the present time, federal, state and local government employs approximately 20% of the work force. The service industry also accounts for a large portion of the labor force with 37% of the total work force employed in this sector. A breakdown of the labor market by sector for the Pensacola MSA is shown in the following table:

<b>Employment by Sector</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Civilian Labor Force	206,810	219,990	224,710
Total Civilian Non-Agricultural Emp.	202,930	216,520	221,190
Construction	16,890	14,590	14,810
Manufacturing	9,490	8,600	8,590
Transportation/Comm./Pub. Util.	9040	9380	9500
Wholesale Trade	7,950	7,020	7,190
Retail Trade	38,410	35,690	36,050
Finance/Insurance/Real Estate	14,460	14,990	15,210
Services	76,910	80,240	83,630
Federal Civilian Government	7,000	6,690	6,660
Federal Military Government.	15,920	16,730	16,760
State & Local Government	22,310	22,150	22,350



In an effort to diversify past and existing labor trends, local government has intensified their efforts in securing new manufacturing industry to the area. This effort, which commenced in the late 1980s, continues to the present time. From a historical standpoint, this effort has not been successful with the manufacturing sector having an increasingly smaller share of the labor workforce. A comparison of sector employment between 1990 and 2000 indicates that the manufacturing sector has actually experienced a 24% decline in total employment. The government sector has been steady over the same time frame. Historically, these two sectors have been the foundation of the strong employment base in the Pensacola MSA. Part of the manufacturing decline can be attributed to the recent closing of the Westinghouse Plant in Northeast Pensacola. The recent acquisition by General Electric should provide a boost to the industrial sector in the future. A historical perspective of the employment, by sector or industry, is exhibited in the following bar graph:

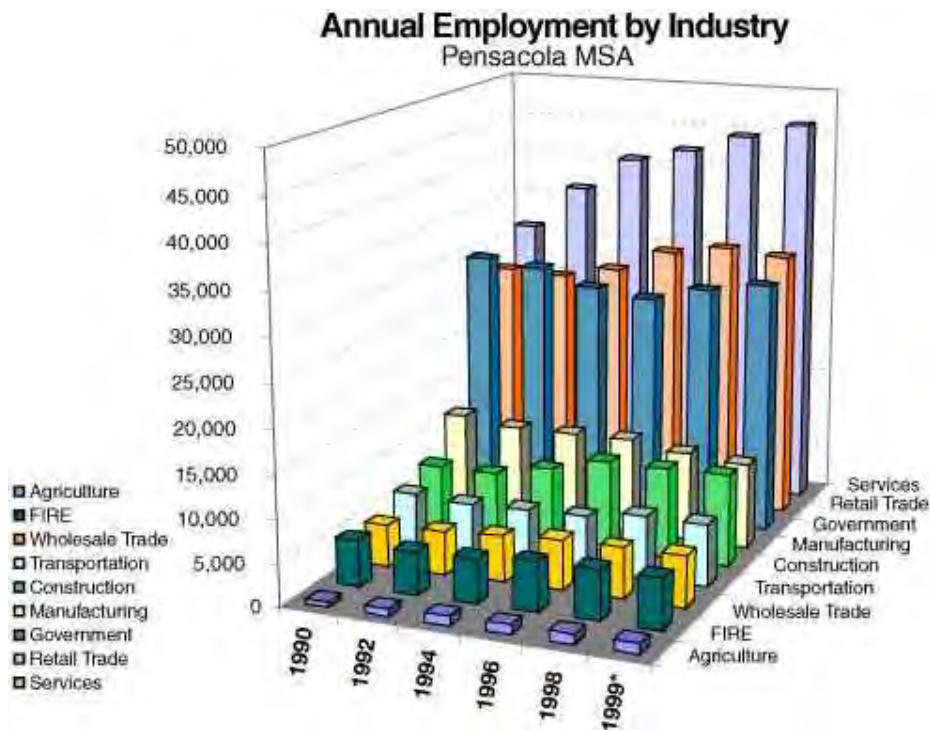


Image Source: Pensacola Chamber of Commerce

Data Source: Florida Department of Labor & Employment Securities (FDLES)

Service, construction and finance/insurance/real estate (FIRE) sectors have experienced the most growth over the past decade. As stated previously, governmental and manufacturing sectors have experienced modest decline over the same period. The rising tourism market largely fuels the growth in the service sector. This likewise has resulted in an increase in construction and related support services.

Military personnel still have a profound effect upon the area's economy. A combined total of approximately 18,000 military and civil service personnel are employed in the area. The area is host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and Whiting Field.

The majority of naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is Naval Air Station Pensacola, located southwest of Pensacola's Central Business District, and is adjacent to the entrance to Pensacola Bay.

The Naval Air Station has undergone numerous changes in recent years that have had an economic impact in the area. This includes the closure of the Naval Aviation Depot (NADEP) and the subsequent relocation of the Naval Aviation Technical Training Command (NATTC) from Memphis, Tennessee to the Pensacola base. The loss of NADEP included 75 military positions and 3,400 civilians. However, 2,700 employees have been successfully relocated in the local area via the base realignment process. The transfer of NATTC has resulted in a \$285 million construction project in Pensacola. The project, considered Northwest Florida's largest ever, comprised 2.3 million square feet of infrastructure. The construction project was completed in 1997 with the bulk of instructors, staff and students having arrived in the fall of 1996.

Major employers in the Pensacola region include the federal government - 22,930 and local/state government - 22,060 for the year 2005. The three area hospitals rank 3rd, 5th, and 8th respectively with a combined employment of approximately 8,864 persons. Other important area employers include Gulf Power Company, Solutia (nylon fiber/industrial organic chemicals), Lakeview Center (a mental health facility), International Paper (paper manufacturer), Pensacola Christian College (school and publishing company), Navy Federal Credit Union and First Data Corporation. 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 Health Care, Sacred Heart Health System, and the HCA West Florida Regional Medical Center. The three centers have a total of 1,662 beds and feature a variety of medical specialties for the southeast region.

Unemployment: Florida's unemployment rate jumped to 12.3 percent in March 2010, the highest since 1975. That's just one-tenth of a percentage point higher than the previous month, and 2.6% higher than that reported a year ago. Much of this is attributed to a significant decline in the tourism and construction trade due to the nationwide economic downturn. In Escambia County, the unemployment rate for March was 9.5 percent, or 13,115 people out of work. In Santa Rosa County, the unemployment rate was 8.5 percent, or 5,865 people. In comparison, from 2003 to 2006 unemployment in Escambia and Santa Rosa Counties typically ranged from 3% to 5%. Thus, there has been a significant increase in unemployment in the local area which is consistent with the statewide trend.

Real Estate/Housing: The residential real estate market is in a well publicized slump that not only applies to the local market area but the nation as a whole. The Florida Panhandle real estate market experienced unparalleled demand during the period of 2000 through the summer of 2005. Appreciation rates were unprecedented in recent history with buyers appearing to have an insatiable level of demand for residential properties. This changed by the summer/fall of 2005 with a continuous decline in market demand evident through a current date.

From a micro standpoint, the catalyst of the local market downturn was considered by most to be the back-to-back active hurricane seasons of 2004 and 2005 along with the prospect of escalating insurance premiums and ad valorem taxes. In hindsight, it is now apparent that the basic framework of the national housing market was flawed which permeated through the local level. A combination of readily available credit, low interest rate loans, the use of non-traditional mortgage instruments and rampant speculation helped fuel increased demand which resulted in rapid price appreciation. Once short and long term interest rates increased, the self-perpetuating market effectively collapsed due to the lack of real fundamentals. This market "correction" period is now in its fifth year.

National influences contributed to the residential housing slump as evident by the widespread impact throughout the United States. There are multiple factors that contributed to the decline. These include the following:

- Historically low mortgage interest rates
- An increase in non-traditional mortgage financing instruments
- Relaxed mortgage credit standards
- Widespread market speculation

The national financial framework is now cited as the primary culprit of the housing slump. Interest rates remained at historically low levels for an extended period in the first part of this decade which contributed to the housing bubble. From 2001 through 2003, the Federal Reserve held interest rates at extremely low levels (1% to 2%) which resulted in low residential mortgage rates. After inflationary pressures prompted the Federal Reserve to act, a series of rapid increases in the Federal Funds Rate were made commencing in the summer of 2004 and culminating to a rate of 5.25% in the summer of 2006. Although subsequent decreases in the Federal Funds Rate have been made, the adverse effect of the rapid increases already made its impact. Many adjustable rate mortgages reset at higher interest rates which in turn impacted market demand. In addition, long term rates increased which contributed to the reduction in market activity and demand.

The use of non-traditional mortgage instruments increased in 2002 through 2006. These mortgage instruments included interest-only, adjustable rate mortgages (ARMs), option payment ARMS, along with 40-year conventional mortgages. These non-traditional mortgages greatly increased the affordability of residential properties to a segment of the purchasing marketplace that could not qualify under conventional terms. Most of these mortgage instruments were also susceptible to rate increases.

Relaxed credit standards also played a significant role in the housing bubble. Qualification standards for many of the non-traditional mortgage instruments were less than that established for traditional conventional mortgages. This resulted in an expansion of the purchasing marketplace to include buyers who normally would not qualify based on established credit thresholds. A combination of the preceding factors provided a foundation for increased demand in residential properties.

Housing inventory levels have also increased dramatically since 2005. In 2005, the estimated housing inventory was 2.846 million which correlated to a 4.5 month supply. The total current inventory reported for the U.S. was 3.974 million homes correlating to an 8.9 month supply.

## SOCIAL FORCES

This category is primarily concerned with population characteristics and demographics. A study of an area's population produces much information about the basic demands in the local real estate market. The following headings consist of regional data pertinent to this topic.

Population: Population growth in the Pensacola MSA has continued at a steady pace since 1960. The table, which follows, shows the actual population changes in the Pensacola MSA from 1980 through 2000 (Est.), and future projections.

### Pensacola Area Population

Total Population			
Year	Escambia	Santa Rosa	Pensacola MSA
1980	234,600	56,600	291,200
1990	263,500	82,100	345,400
2000	294,410	117,743	412,153
2005	303,596	136,037	439,633
2010	339,948	142,620	482,568

Table Source: Pensacola Chamber of Commerce

Data Source: University of Florida, BEBR Population Studies

Per the latest projection figures, a 17.1% gain is forecasted for the Pensacola MSA population in the year 2010 census. Of the currently estimated 412,153 area residents, 76% have completed high school and 26% have college degrees. Census estimates indicate there were 154,842 households in the MSA in 2000 with an average household size of 2.50 persons. The largest segment of the population (29.3%) is 35 to 54 years old and the median age, 32.5 years. A past breakdown of the population by age group within the MSA is outlined in the following table:

	<b>1990</b>	<b>2000</b>	<b>2001</b>	<b>2004</b>
<b>Total Population</b>	345,579	413,740	419,627	436,210
Population 0-19 Years	103,435	116,201	114,773	121,740
Population Age 20-64 Years	202,737	245,168	251,344	255,830
Population Age 65 Years & Over	39,307	52,335	53,510	58,650

Table Source: Pensacola Chamber of Commerce

Data Source: US Census Bureau, County Population Studies

## GOVERNMENTAL FORCES

This category addresses state and local government forces within the subject's regional area.

Type of Government: The City of Pensacola has a council/manager government with 10 city council members elected for two-year terms. The city manager is hired by the council and oversees the day-to-day operation of city government. The council also elects the mayor who presides over council meetings.

Escambia County is governed by a five-member board of commissioners who are elected within specified districts for four-year terms. The county administrator is hired by the Board of County Commissioners and has the responsibility of directing county operations.

Santa Rosa County has a five-member board of commissioners who are elected within specified districts for four-year terms. The board is responsible for hiring the county administrator who oversees the daily operations of the government.

Building Codes/Zoning: The City of Pensacola and Escambia County governments both operate planning and zoning departments. The respective departments are responsible for establishing and enforcing land use regulations.

The City of Pensacola and Escambia County also operate separate building inspection departments. These offices are responsible for enforcing codes for building construction, electrical, mechanical, plumbing, and gas installations.

The City of Milton, the City of Gulf Breeze, and Santa Rosa County also operate separate zoning office and building inspection departments. The city departments are located within the respective city limits.

The Santa Rosa County departments are located in Milton with satellite offices in Midway. The Midway office was opened recently to serve southern Santa Rosa County.

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 and paid personnel 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. BellSouth Telephone Company provides telephone service throughout the MSA. Escambia County Utilities Authority supplies water and sanitary sewage disposal service to the area. It also disposes of trash within the unincorporated area of the county; Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available within the MSA by Energy Services of Pensacola.

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 a variety of state, county and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by COMAIR, Continental, Delta, ASA, Northwest AirlinK, and US Airways.

The City of Pensacola operates the Port of Pensacola, which accommodates ocean-going vessels with drafts to 33 ft. Escambia County Transit (ECAT) provides local service for a 91 square mile area.

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.

## ENVIRONMENTAL FORCES

Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a semi-tropical climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 82 degrees. High winds or hurricanes have occurred in late summer and early fall. A summation of the weather data is exhibited in the following table:

Description	Avg. Temp.	Avg. Precip.	Avg. Humidity
Spring	67.1	4.51	73
Summer	80.8	6.58	75
Fall	72.7	5.52	72
Winter	53.9	4.44	72

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 Pensacola area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Recently, the Pensacola Ice Pilots (ice hockey team), and the Pensacola Pelicans (baseball) have been established in Pensacola with home games played at the Pensacola Civic Center and UWF, respectively.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 ft. draft barge route that runs from Brownsville, Texas to Apalachicola, Florida. Rail service is provided by Alabama Gulf Coast Railway, CSX Transportation Services and Amtrak (passenger train).

Regional Resources: Agriculture has continued to be a major contributor 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 the most recognized resource for the area is the sparkling white sandy beach, which extends from Mobile Bay along peninsular Florida. The beaches in the Pensacola area remain a major tourist attraction.

Development: The development of Pensacola was largely predicated on environmental factors. As was customary for most of the original “old cities” in the U.S., development commenced from the waterfront where the oldest improvements are located. Downtown Pensacola is located in this vicinity with several structures of 150+ years still standing. The northward development push was a natural progression due to the physical barriers of Escambia Bay, Bayou Texar and Bayou Chico. A local family had the foresight to acquire rural timberland which was sold and/or developed and now encompasses Northeast Pensacola.

As the city matured, it grew northward from the southern shoreline. The city (using a grid design) built several residential areas known as North Hill and East Hill on the west side of Bayou Texar and East Pensacola Heights on the east side. These areas are easily identifiable because of the "grid" pattern of development. Newer developments extended out to the north of these early subdivisions. One area in particular was very slow to develop but eventually became the most desirable section in Greater Pensacola. That area, Northeast Pensacola, is built on land, which was formerly under the ownership of the Baars family.

Summary: The Pensacola MSA remains an evolving metropolitan area. Traditionally dependent on 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 and beauty, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth.

Real estate values have shown decreases in recent years. This includes both the residential and commercial markets, although the residential market downturn is certainly more pronounced following a rapid increase in inventory due to rapid build-out in the early part of this decade. Construction of new residential developments has ceased which should allow for some recovery as the absorption of the existing inventory levels continue.



## NEIGHBORHOOD DATA

The subject property is located in a community known as Beulah, which is a small semi-rural residential area in west-central Escambia County. The boundaries of this community include Perdido Bay to the south, the Alabama/Florida State line to the west, Muscogee Road to the north, with the east boundary represented by Pine Forest Road and Highway 97. The neighborhood is located in central Escambia County and is approximately eight to ten miles northwest of Pensacola's downtown central business district.

Beulah is an established community that has undergone little change over the past 20 to 30 years with the exception of the past five years. Single-family residential development remains the predominant use throughout the neighborhood. The typical residence is 1,200 to 2,500 SF in size with sites varying from .5 acres to 40 acres or more. The combination of residential homesteads with agricultural and livestock farming is also a common practice. Much of the area has level topography and favorable soils which are conducive to various farming applications.

Single-family residential developments with higher densities have been developed in the past ten years. These developments are primarily confined to Mobile Highway (U.S. Highway 90) and West Nine Mile Road (Alt. U.S. Highway 90) in the southern portion of the neighborhood, and along West Kingsfield Road and Highway 97 to the northwest. Development of large acreage tracts in the neighborhood midsection are not generally supported due to the lack of sewer service, and competition and availability of undeveloped land on the aforementioned roadways. Residential development varies from new construction to 50+ year old homes with 5 to 20 year old dwellings being typical.

Commercial development is primarily confined to the major arterials of Mobile Highway and West Nine Mile Road. Even on these roadways, development is scattered with convenience stores, taverns/lounges, small vegetable stands, repair yards, and other related uses being most prevalent.

Primary access corridors for the neighborhood include Mobile Highway (U.S. Highway 90), West Nine Mile Road (Alt. U.S. Highway 90), Highway 97 and Beulah Road. Mobile Highway and West Nine Mile Road are east-west roadways. Beulah Road is a north-south roadway that enables access from Cantonment to the north as well as rural areas to the south. Interstate 10 also traverses the community but has

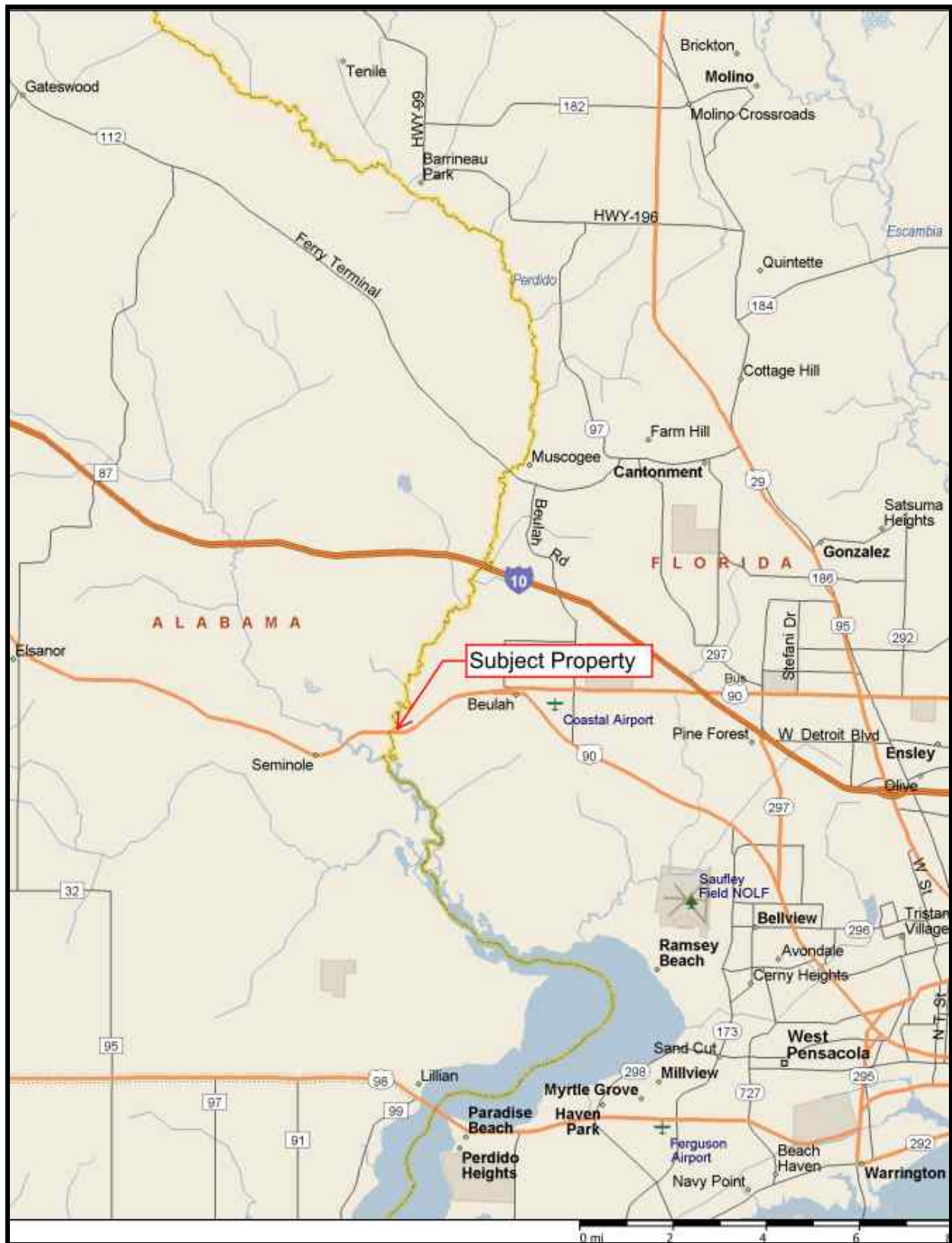
restricted access with the closest interchange located at West Nine Mile Road to the southeast. Secondary access roads include Helms Road, Rebel Road, Frank Reeder Road, Muscogee Road and West Kingsfield Road. The various arterial roadways cited provide an efficient means of travel to other areas of Escambia County as well as neighboring regions.

Pensacola continues to grow in a northerly and westerly direction. Residents have found that the commute from Nine Mile/Pine Forest to the central business district of Pensacola is less than 20 minutes with the use of Interstate 10. Many residents also find the north and west areas of Pensacola offer larger single family home sites that may range from one to three acres in size, a characteristic not easily located in the more heavily developed regions of Pensacola. Residential subdivision development has become more active in recent years with notable developments including the Nature Trail, Soaring, Bell Ridge Forest and Cypress Creek subdivisions.

The Perdido Landfill is located off of Beulah Road just north of Interstate 10. This is a class I landfill operation that is county owned and operated. It accommodates much of the garbage disposal needs for the greater Pensacola area. The landfill operation is highly visible based on the above ground or “high-rise” disposal method utilized. It also constitutes a detracting feature for properties in close proximity due to the visual impact as well as sporadic reports of odors permeating into the surrounding area. The adverse impact is generally confined to properties located with ½ mile of the primary landfill operation.

The growth for this community is forecasted to continue at a more rapid pace than that experienced in past years. Higher density residential development will be confined to Mobile Highway, West Nine Mile Road, West Kingsfield Road and portions of Beulah Road. The development on Beulah Road will be confined to the south of Interstate 10 in the near term due to the lack of sewer service north of this juncture. The secondary areas will continue to host low-density residential development. As the residential population increases, the surrounding community will also support new commercial development for those businesses that provide services needed on a daily basis.

### NEIGHBORHOOD LOCATION MAP



## **REAL ESTATE MARKET ANALYSIS**

### **Overview**

The real estate market is in a well publicized slump that not only applies to the local market area but the nation as a whole. The Florida Panhandle real estate market experienced unparalleled demand during the period of 2000 through the summer of 2005. Appreciation rates were unprecedented in recent history with buyers appearing to have an insatiable level of demand for residential properties. This changed by the summer/fall of 2005 with a continuous decline in market demand evident through the effective date of this appraisal.

From a micro standpoint, the catalyst of the local market downturn was considered by most to be the back-to-back active hurricane seasons of 2004 and 2005 along with the prospect of escalating insurance premiums and ad valorem taxes. In hindsight, it is now apparent that the basic framework of the national housing market was flawed which permeated through the local level. A combination of readily available credit, low interest rate loans, the use of non-traditional mortgage instruments and rampant speculation helped fuel increased demand which resulted in rapid price appreciation. Once short and long term interest rates increased, the self-perpetuating market effectively collapsed due to the lack of real fundamentals. This market “correction” period is now in its fifth year.

### **National (Macro) Trends/Influences**

National influences contributed to the residential housing slump as evident by the widespread impact throughout the United States. There are multiple factors that contributed to the decline. These include the following:

- Historically low mortgage interest rates
- An increase in non-traditional mortgage financing instruments
- Relaxed mortgage credit standards
- Widespread market speculation

The national financial framework is now cited as the primary culprit of the housing slump. Interest rates remained at historically low levels for an extended period in the first part of this decade which

contributed to the housing bubble. From 2001 through 2003, the Federal Reserve held interest rates at extremely low levels (1% to 2%) which resulted in low residential mortgage rates. After inflationary pressures prompted the Federal Reserve to act, a series of rapid increases in the Federal Funds Rate were made commencing in the summer of 2004 and culminating with a rate of 5.25% in the summer of 2006. Although subsequent decreases in the Federal Funds Rate have been made, the adverse effect of the rapid increases already made its impact. Many adjustable rate mortgages reset at higher interest rates which in turn impacted market demand. Long term rates have also increased and contributed to the reduction in market activity.

The use of non-traditional mortgage instruments increased in 2002 through 2006. These mortgage instruments included interest-only, adjustable rate mortgages (ARMs), option payment ARMS, along with 40-year conventional mortgages. These non-traditional mortgages greatly increased the affordability of residential properties to a segment of the purchasing marketplace that could not qualify under conventional terms. Most of these mortgage instruments were also susceptible to rate increases.

Relaxed credit standards also played a significant role in the housing bubble. Qualification standards for many of the non-traditional mortgage instruments were less than that established for traditional conventional mortgages. This resulted in an expansion of the purchasing marketplace to include buyers who normally would not qualify based on established credit thresholds.

A combination of the preceding factors provided a foundation for increased demand in residential properties. The rapid appreciation evident during the 2002 through 2005 period also encouraged rampant speculation. Many individuals speculated that increasing real estate values would continue to escalate resulting in quick profits in relatively short periods. The speculation activity was typically leveraged by the non-traditional mortgage instruments.

The peak in the local housing market occurred in the second or third quarter of 2005. Following this period, residential sales activity and values have experienced declines throughout the nation, with few exceptions. The decline varies significantly by region as evident by information published by the National Association of Realtors (NAR). On the following page, I have included two tables that report sales activity and sale prices for existing homes since 2007 as allocated by region.

**Existing Home Sales**

Year		U.S.					U.S.					Inventory	Mos. Supply
		U.S.	Northeast	Midwest	South	West	U.S.	Northeast	Midwest	South	West		
2007		5,652,000	1,006,000	1,327,000	2,235,000	1,084,000	*	*	*	*	*	3,974,000	8.9
2008		4,913,000	849,000	1,129,000	1,865,000	1,070,000	*	*	*	*	*	3,700,000	10.5
2009 p		5,156,000	868,000	1,165,000	1,913,000	1,210,000	*	*	*	*	*	3,289,000	8.8
		<b>Seasonally Adjusted Annual Rate</b>					<b>Not Seasonally Adjusted</b>						
2008	Dec	4,740,000	750,000	1,060,000	1,740,000	1,200,000	361,000	55,000	79,000	139,000	88,000	3,700,000	9.4
2009	Jan	4,490,000	640,000	1,030,000	1,640,000	1,170,000	257,000	35,000	54,000	96,000	72,000	3,611,000	9.7
2009	Feb	4,710,000	750,000	1,040,000	1,740,000	1,180,000	280,000	45,000	62,000	105,000	68,000	3,798,000	9.7
2009	Mar	4,550,000	690,000	1,020,000	1,710,000	1,130,000	357,000	52,000	81,000	135,000	89,000	3,648,000	9.6
2009	Apr	4,660,000	770,000	1,000,000	1,740,000	1,150,000	413,000	66,000	90,000	151,000	106,000	3,937,000	10.1
2009	May	4,720,000	800,000	1,090,000	1,740,000	1,090,000	447,000	71,000	107,000	160,000	109,000	3,851,000	9.8
2009	Jun	4,890,000	820,000	1,100,000	1,820,000	1,150,000	521,000	90,000	120,000	189,000	122,000	3,811,000	9.4
2009	Jul	5,240,000	930,000	1,220,000	1,950,000	1,130,000	532,000	105,000	127,000	190,000	110,000	4,062,000	9.3
2009	Aug	5,090,000	910,000	1,140,000	1,890,000	1,150,000	498,000	92,000	111,000	185,000	110,000	3,924,000	9.3
2009	Sept	5,540,000	950,000	1,250,000	2,040,000	1,290,000	468,000	80,000	110,000	176,000	102,000	3,710,000	8.0
2009	Oct	6,090,000	1,060,000	1,430,000	2,280,000	1,320,000	498,000	86,000	111,000	190,000	111,000	3,565,000	7.0
2009	Nov r	6,540,000	1,130,000	1,550,000	2,400,000	1,450,000	471,000	79,000	106,000	176,000	110,000	3,521,000	6.5
2009	Dec p	5,450,000	910,000	1,150,000	2,010,000	1,380,000	414,000	66,000	86,000	160,000	102,000	3,289,000	7.2
	vs. last month:	-16.7%	-19.5%	-25.8%	-16.3%	-4.8%	-12.1%	-16.5%	-18.9%	-9.1%	-7.3%	-6.6%	10.8%
	vs. last year:	15.0%	21.3%	8.5%	15.5%	15.0%	14.7%	20.0%	8.9%	15.1%	15.9%	-11.1%	-23.4%
	year-to-date:						5.156	0.867	1.165	1.913	1.211		

**Sales Price of Existing Homes**

Year		U.S.					U.S.				
		U.S.	Northeast	Midwest	South	West	U.S.	Northeast	Midwest	South	West
		<b>Median</b>					<b>Average (Mean)</b>				
2007		\$219,000	\$279,100	\$165,100	\$179,300	\$335,000	\$266,000	\$307,100	\$200,500	\$225,600	\$365,900
2008		198,100	266,400	154,100	169,200	271,500	242,700	297,800	183,400	211,600	312,300
2009 p		173,500	238,200	143,700	152,700	219,600	217,300	276,300	172,000	192,900	257,800
		<b>Not Seasonally Adjusted</b>					<b>Not Seasonally Adjusted</b>				
2008	Dec r	175,700	234,300	140,700	153,500	229,700	217,600	267,600	167,500	193,200	268,100
2009	Jan	164,800	227,000	131,000	143,300	215,500	206,700	262,100	157,900	180,300	256,200
2009	Feb	168,200	236,400	130,000	145,600	230,400	210,300	268,200	154,200	181,900	268,600
2009	Mar	169,900	230,700	138,700	146,900	227,400	211,300	263,300	159,800	184,400	268,000
2009	Apr	166,600	237,400	138,800	147,900	204,200	208,800	270,000	161,800	185,900	246,200
2009	May	174,700	244,300	147,100	157,500	207,000	218,100	277,600	173,900	197,900	250,400
2009	Jun	182,000	248,200	156,000	163,300	219,600	227,900	284,800	184,400	204,900	266,100
2009	Jul	181,500	251,500	155,900	162,100	217,900	227,400	286,200	184,400	203,600	263,800
2009	Aug	177,300	241,100	149,300	157,200	219,800	222,400	279,700	174,400	198,900	265,600
2009	Sept	176,000	241,500	147,200	153,500	223,700	221,900	278,200	174,600	193,200	272,800
2009	Oct	172,200	235,200	144,700	149,900	220,200	217,300	272,000	172,200	188,400	267,500
2009	Nov r	170,000	222,500	140,000	152,000	211,400	211,800	259,000	168,300	189,700	257,100
2009	Dec p	178,300	241,700	143,200	152,000	236,000	225,400	280,700	173,600	196,000	282,600
	vs. last year:	1.5%	3.2%	1.8%	-1.0%	2.7%	3.6%	4.9%	3.6%	1.4%	5.4%

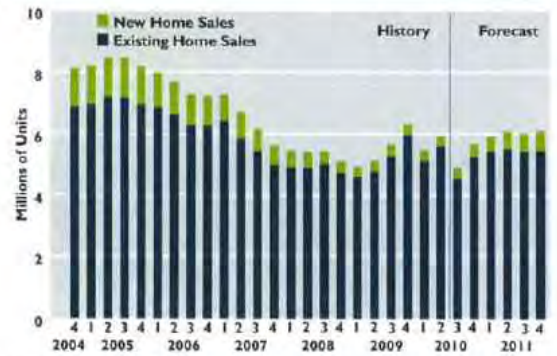
The preceding tables provide obvious support that a correction is underway in the residential housing market. The total sales within the United States have decreased every year from 2005 through 2008. The sale total for the entire U.S. was 5.156 million for 2009 which indicates there has been a slight improvement over 2008. However, the number of transactions and median price indication are substantially less than that evident during the market peak in 2005. For the South region, a sales increase of 15.1% was evident for 2009 as compared to 2008 sale totals.

Housing inventory levels have also increased dramatically since 2005. In 2005, the estimated housing inventory was 2.846 million which correlated to a 4.5 month supply. The total current existing homes for sale as of July 2010 totaled 3.98 million homes correlating to a 12.5 month supply.



The following graphs from the August 2010 issue of Real Estate Insights published by the National Association of Realtors depict historical or forecasted trends for various national indicators/factors that pertain to the real estate market.

**Home Sales**  
*Dipping in 3rd quarter of 2010, then rising*



Sources: NAR, Bureau of the Census, NAR Forecast

**Mortgage Rates**  
*Still at historic lows and attractive for homebuyers*



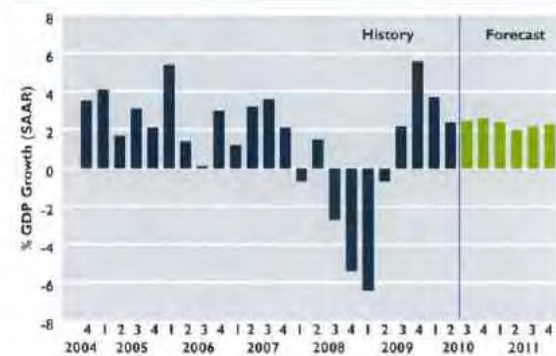
Sources: Freddie Mac, NAR Forecast

**Housing Starts**  
*Gradually rising*



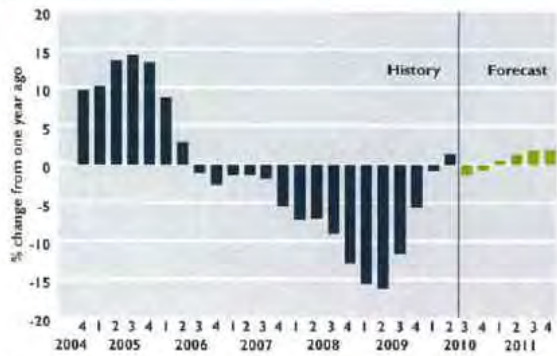
Sources: Bureau of the Census, NAR Forecast

**Economic Growth**  
*Slow growth, but still positive*



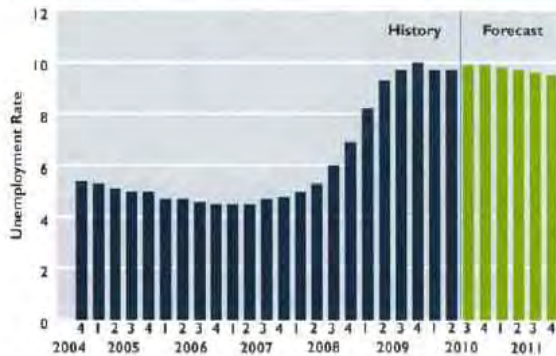
Sources: Bureau of Economic Analysis, NAR Forecast

**Home Price Appreciation**  
*No meaningful change in either direction*



Sources: NAR, NAR Forecast

**Unemployment**  
*Slow economic growth will keep unemployment elevated*



Sources: Bureau of Labor Statistics, NAR Forecast



### Local (Micro) Trends/Influences

The demand for residential properties in the Pensacola MSA from the year 2000 through the summer of 2005 was unparalleled in comparison to the past 30 to 40 years. The local market experienced strong levels of growth over this period. This in turn encouraged a rapid escalation in the construction of residential subdivisions.

From the period of the year 2000 through 2003, there was a steady increase in demand with a corresponding impact on property values. This demand level, while described as steady, resulted in +10% to +25% annualized appreciation for a broad range of property types. From the winter of 2003 through the summer of 2005, the demand for coastal property increased exponentially. During this period, the value of property in many cases doubled and even tripled. Rural and semi-rural communities were less impacted with more moderate appreciation rates evident.

There has been a drastic change in market conditions for the local real estate market since the summer of 2005. The market has changed from an obvious seller's market to a profound buyer's market during this timeframe with this trend continuing to the present time. Recent sales rates have been at a fraction of what was evident in 2004 and 2005 with values decreasing to a point that coincides with what was evident in the years 2002 and 2003.

The Pensacola MSA has experienced a steep decline in sales in the most recent period as previously discussed. The following table provides a summary of total lot sales per each 12-month period for the combined Escambia County and Santa Rosa County area. The information was obtained from the Pensacola Multiple Listing Service (MLS).

<b>ANNUAL SALE TOTALS – ALL RESIDENTIAL LOTS</b>						
Annual Period	2004	2005	2006	2007	2008	2009
Number of Sales	1,482	1,173	553	369	229	220
Average Days on Market	408	210	146	145	228	244
Sales Price/List Price Ratio	96%	95%	89%	86%	83%	87%

The previous table indicates that there has been a significant decline in annual sale totals for residential lots. In 2004, there were 1,482 residential lots sales recorded on the Pensacola Multiple Listing

Service. In 2009 there were only 220 lot sales indicating a sales total decline of 85% as compared to the 2004 base year. The reduction in demand for residential lots appears to have commenced in 2005 with a continuation in decline evident through a current date. It is important to note that that tract subdivision lots are not typically sold on the MLS and the annual lot sales listed do not reflect the total market.

Demand for detached single family residential dwellings has also declined over the study period. The 2009 data indicates a slight increase in residential dwelling sales from the previous year. A significant decline of 41.2% is indicated if 2004 is used as the base year for comparison. A table detailing the annual sale totals for 2004 through 2009 is included below:

<b>ANNUAL SALE TOTALS – DETACHED SINGLE FAMILY RESIDENTIAL DWELLINGS</b>						
Annual Period	2004	2005	2006	2007	2008	2009
Number of Sales	7,145	7,363	6,182	5,053	4,035	4,198
Average Days on Market	72	46	80	106	123	124
Sales Price/List Price Ratio	98%	97%	96%	96%	95%	95%

### REAL Trend Report

The Real Trend Report is compiled and published by Metro Market Trends, a local company that provides real estate sales, tracking, market share reporting and analysis information for Florida and South Alabama.

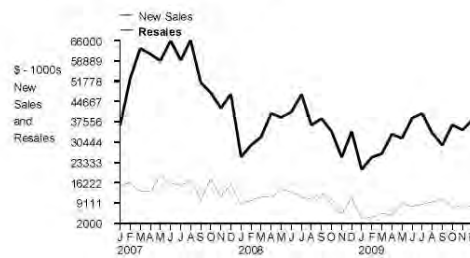
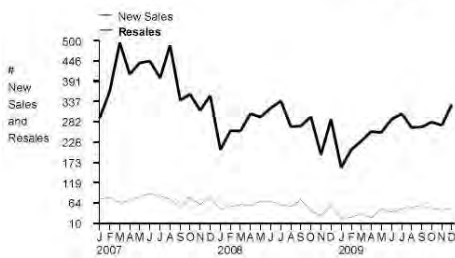
The December 2008 REAL Trend Report for Escambia County indicates a decline in sale totals for all residential property types for 2008 as compared to 2007. New home sales declined 23.7% with resales of existing homes down 29.8%. The December 2009 REAL Trend Report for Escambia County indicates that the rate of decline is moderating for resales. A comparison of the 2009 to 2008 data indicates that new home sales declined 25.3% with resales down only 5.4%. The slowdown in new construction is likely a significant factor in the continued decline of new home sales. A table summarizing the 2008-2009 real estate activity as well as accompanying graphs are included on the following page:

## Real Estate Sales Activity

Number of Sales	DEC 2009	DEC 2008	% Chg	YTD 2009	YTD 2008	% Chg
<b>Single Family</b>						
Total New Sales	50	59	-15.25	507	679	-25.33
Total ReSales	327	268	13.54	3,111	3,290	-5.44
Total Single Family	377	347	8.65	3,618	3,969	-8.64
<b>Condominium/Townhomes</b>						
Total New Sales	3	1	200.00	56	49	14.29
Total ReSales	47	27	74.07	517	438	18.04
Total Condo/Townhome	50	28	78.57	573	487	17.66
<b>Mobile/Manufactured Homes</b>	12	26	-53.85	183	199	-18.09
<b>Residential Lots</b>	89	157	-56.05	683	1,094	-37.57
<b>Commercial &amp; Other IMPRV</b>	32	31	3.23	267	320	-16.56
<b>Commercial &amp; Other VACANT</b>	13	7	85.71	96	109	-11.93
<b>Total</b>	553	596	-7.21	5,400	6,178	-12.59
Total Fixturesures	79	97	-24.74	689	776	11.88
Total Lis Penders	274	245	11.84	2,906	2,568	13.16

Dollar Volume of Sales	DEC 2009	DEC 2008	% Chg	YTD 2009	YTD 2008	% Chg
<b>Single Family</b>						
Total New Sales	7,602,685	10,838,139	-28.01	87,229,511	127,361,955	-31.52
Total ReSales	38,037,600	34,023,000	11.80	387,682,200	421,700,400	-8.07
Total Single Family	45,640,485	44,861,139	2.18	474,911,711	549,062,355	-13.51
<b>Condominium/Townhomes</b>						
Total New Sales	1,555,000	495,000	214.14	41,282,800	37,824,200	9.14
Total ReSales	15,305,200	8,988,600	70.27	147,756,900	160,487,400	-7.93
Total Condo/Townhome	16,860,200	9,483,600	77.78	189,039,800	198,311,600	-4.68
<b>Mobile/Manufactured Homes</b>	577,600	526,000	9.81	5,988,300	7,906,600	-24.26
<b>Residential Lots</b>	1,876,200	1,823,700	2.88	24,915,300	41,637,700	-40.16
<b>Commercial &amp; Other IMPRV</b>	7,687,600	18,060,500	-57.43	84,891,000	168,427,200	-49.60
<b>Commercial &amp; Other VACANT</b>	3,048,700	898,100	239.46	16,429,700	31,525,800	-47.88
<b>Total</b>	75,890,785	75,653,039	.31	796,175,811	966,891,255	-20.13
Total Fixturesures	1,843,500	3,316,400	-44.45	31,290,100	25,635,000	23.51

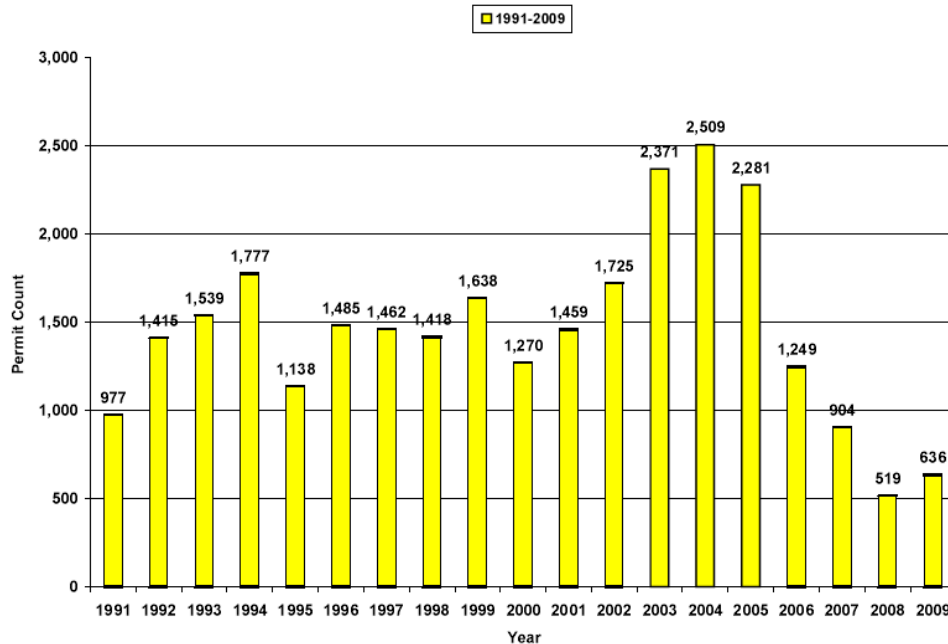
## Single Family New and Resales



## Building Permit Data

Local single family residential building permit data for Escambia and Santa Rosa Counties is also a good indication of the state of the current residential market. Building permit data for Santa Rosa County is included below:

Santa Rosa County - Single Family Building Permits - By Year



The Santa Rosa County Building Inspection Department indicates that there were 636 SFR building permits issued in 2009. This is substantially less than the 2,509 total permits issued in 2005 at the peak period of the housing market. The most recent low of 519 permits occurred in 2008. The permits are also categorized by area with Holley-Navarre, Pace and Midway being the top three areas of construction with these accounting for 68% of the total permits issued in the past nine years.

The permit data for Escambia County exhibits a similar trend as Santa Rosa County. The number of permits for new single-family residential construction per annum within Escambia County since 1999 is exhibited in the following table:

New Single family Residential Permits Issued Annually											
Year	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Permits Issued	1660	1363	1445	1694	1755	1766	2010	1218	805	554	514
Annual Average	1344										

The previous table indicates that 2005 was the most recent peak in permits issued for new SFR construction in Escambia County. The 2009 permit total was 514 which is 74% less than the market peak and 62% less than the average permit total for the period 1999 through 2009. The decline in permit totals appears to be moderating based on a comparison of the 2008 and 2009 data.

**Additional Comments**

There has been some good news with the Federal Reserve Board significantly reducing the federal funds rate. The intent is to offset economic woes evident in the national housing market slump and to provide interest rate relief with interest only and/or adjustable rate mortgages. While this action is not expected to cure the current market woes, it is expected to provide some relief in the immediate term. The U.S. Treasury Department has also injected capital into financial institutions in an effort to alleviate strains on the credit market.

The “First Time Home Buyer Tax Credit” was recently implemented by the Federal Government in an effort to boost home sales and ultimately prices. The program provided an \$8,000 tax credit to first time homebuyers who purchased a home prior to June 30, 2010. Since its expiration, new home sales have

decreased significantly across the United States. A 27.2% monthly decrease was reported in July 2010 for the nation.

Property taxes and insurance premiums are also often cited as deterrents to buyers with increased costs of ownership due to excessive increases. The Florida Legislature has taken action on both of these issues in the past three years. While there has been limited relief at this point, there is still hope that the legislative action will continue to result in the excessive burden placed on homeownership with escalating insurance premiums. Property taxes have declined in the recent past as the tax rolls reflect declining values based on the most recent sales data.

The recent Deepwater Horizon oil spill also warrants mentioning because of the environmental impact and expected repercussions on the local tourism market. The long term impact is not known at this time but recent reports indicate a reduction in hotel bookings and retail sales which may result in adverse economic impacts reverberating through the local economy.

### **Closing Thoughts and Summary**

The local residential real estate trends are consistent with nationwide trends. The primary factors that contributed to an overbuilt market were primarily fueled by national influences rather than local factors. Benign hurricane seasons over the past five seasons have not contributed to any increase in local demand. To further exacerbate the current lethargic demand, the recent panic with the credit markets due to subprime mortgage defaults has reverberated through the real estate market with tightened credit standards. This further inhibits the available purchasing market.

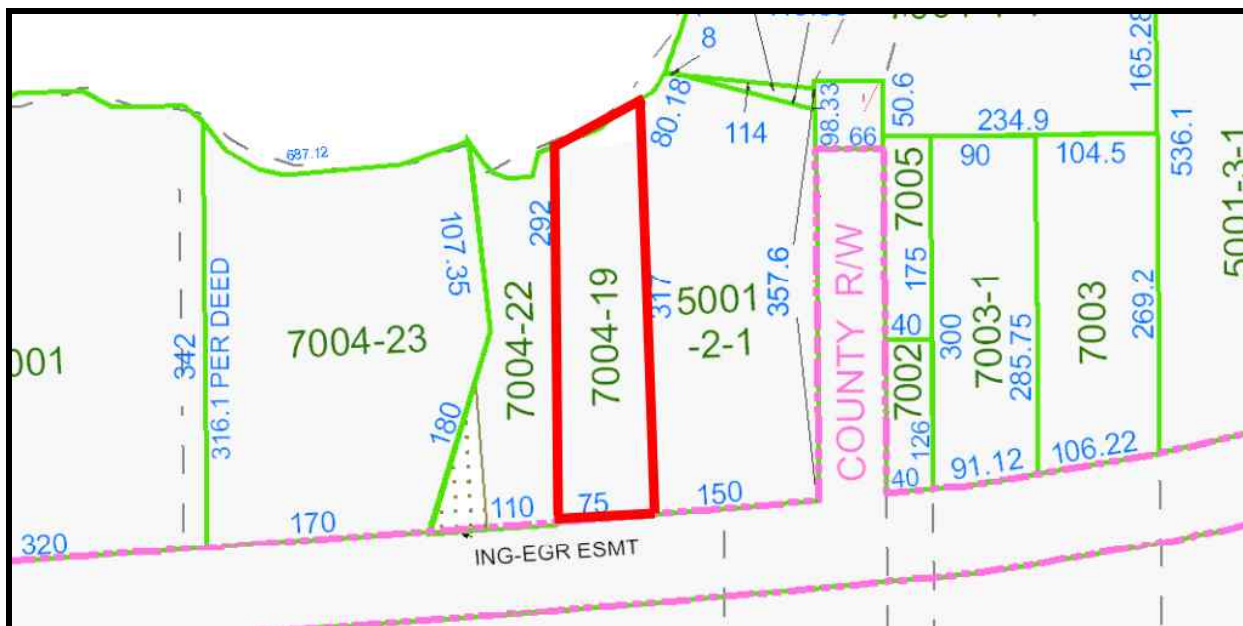
This section of Santa Rosa County has traditionally experienced slow growth in population and households. Natural population regeneration is insufficient to accommodate new residential subdivision development based on permit and demographic data obtained.

In summary, the prognosis for the local residential market is a prolonged recovery that will span many years. The rampant speculation has resulted in excessive residential lot/housing inventory which will discourage any new construction of residential subdivisions for many years.

## SITE DATA

General Description: The subject property consists of a residential homestead property that extends from the north side of Mobile Highway to the Perdido River. The frontage on Mobile Highway is actually confined to the north service road due to the increasing elevation of Mobile Highway in the immediate vicinity due to the bridge crossing over the Perdido River.

Site Area and Dimensions: According to the legal description, the site has 75' of frontage on the service road for Mobile Highway, measures 291.86' on the west boundary with 325' on the east boundary. The actual frontage on the Perdido River is stated to be 82' with the effective frontage being 75' which is consistent with the predominate lot width. The site encompasses approximately 22,650 SF or 0.52 acres of land area. A visual depiction of the approximate tract boundaries is depicted on the following excerpt from the section map.



Upland/Wetland Delineation & Topography: The property has a gentle slope to the north with the highest elevation evident near the south boundary and adjacent to the service road. The property appears to consist primarily of uplands although there is the potential for some wetlands adjacent to the river frontage.

Waterfront Features: The property has 82' of frontage along the south bank of the Perdido River. In the immediate vicinity, the river takes a wide bend with the river being quite broad and resembling a small

bayou. The river provides an attractive setting for residential use.

The Perdido River is a major tributary to Perdido Bay with a significant portion of the 60 mile river forming the border between Alabama and Florida. It is best described as a medium size blackwater river that is largely fueled by rainwater. The sandy bottom results in the formation of sandbars in the numerous bends. Frontage on the Perdido River is desirable for a number of land uses including recreational activities and residential homesteads. The potential for flooding is increased as the river flow is predominately based on rainfall.

Utility Services: Utility services directly available to this property are confined to electrical, water and telephone service. Sewer service is not presently available in the immediate area with sewage disposal facilitated by the use of septic tanks.

Access: This property is accessible via the use of the service road that is located within the Mobile Highway right-of-way. The service road commences at Ruby Fish Camp Road and extends along the north side of the elevated bridge crossing and terminates near Perdido River. The service road is paved (asphalt and concrete) and is a public right-of-way.

Flood Zone Data: The property is located predominately within flood zone "A" per FEMA Flood Insurance Rate Map panel 12033C0265G dated September 29, 2006. Flood zone "A" is assigned to areas subject to 100-year flooding with flood insurance required. A copy of the flood zone map is included as an exhibit within this report. The property owner reported that the property did flood during hurricane Georges in 1998.

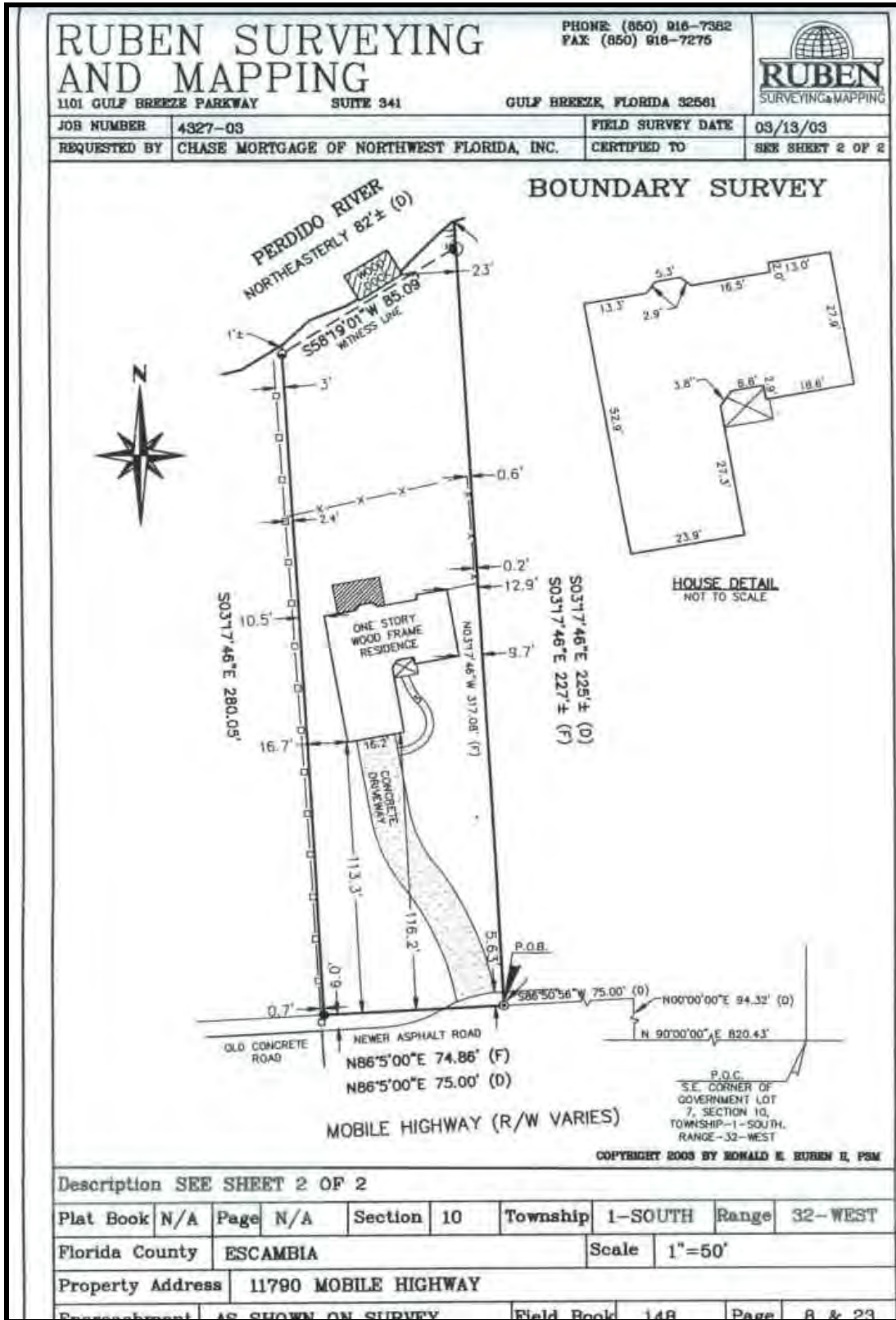
Easements/Reservations: I have not been provided a title commitment applicable to this property and I am unaware of any easements or reservations that apply to this property.



**AERIAL PHOTOGRAPH**  
**(Subject outlined in red)**

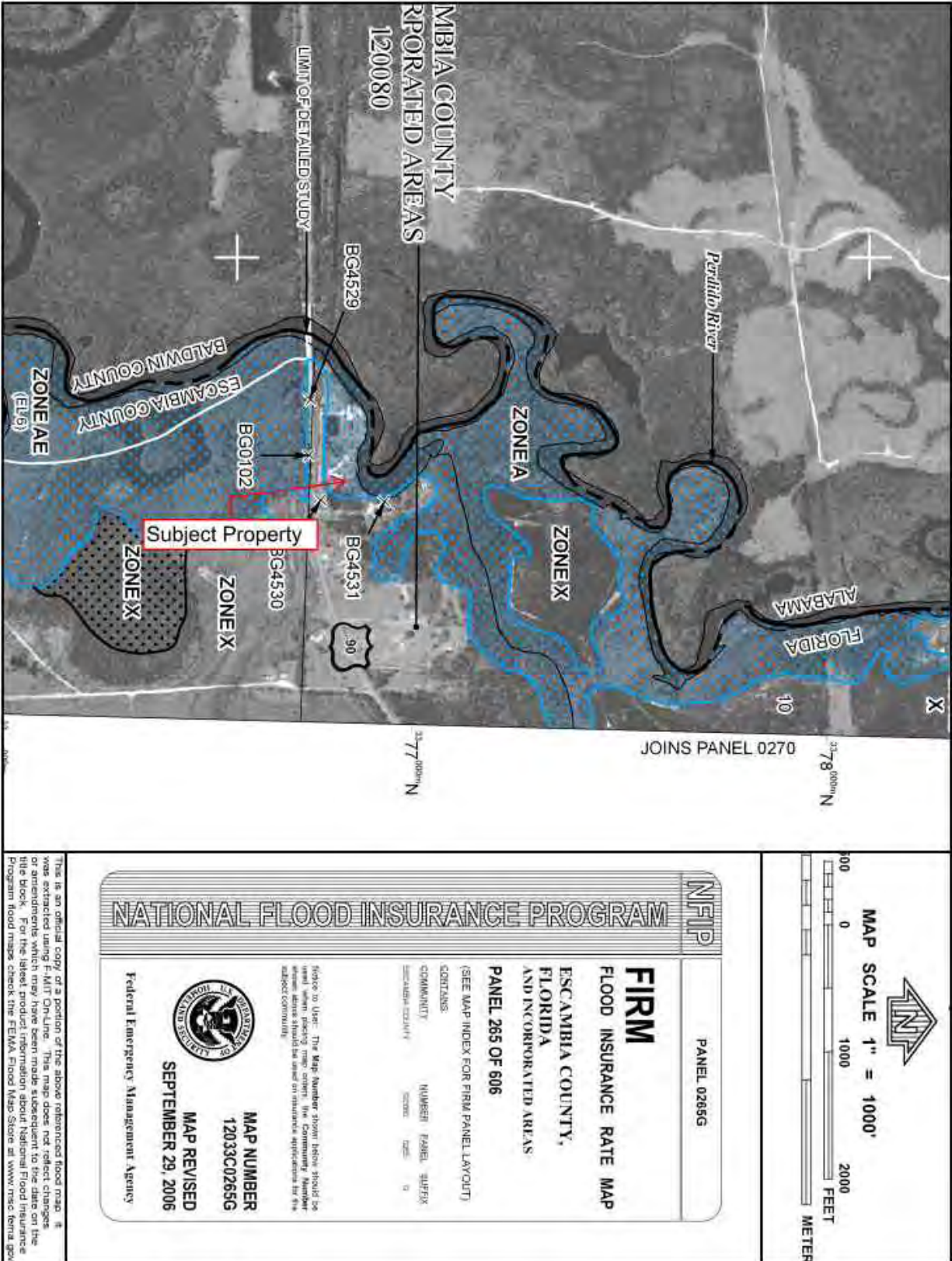


**BOUNDARY SURVEY WITH IMPROVEMENTS**





FLOOD ZONE MAP (FIRM PANEL 12033C0265G)

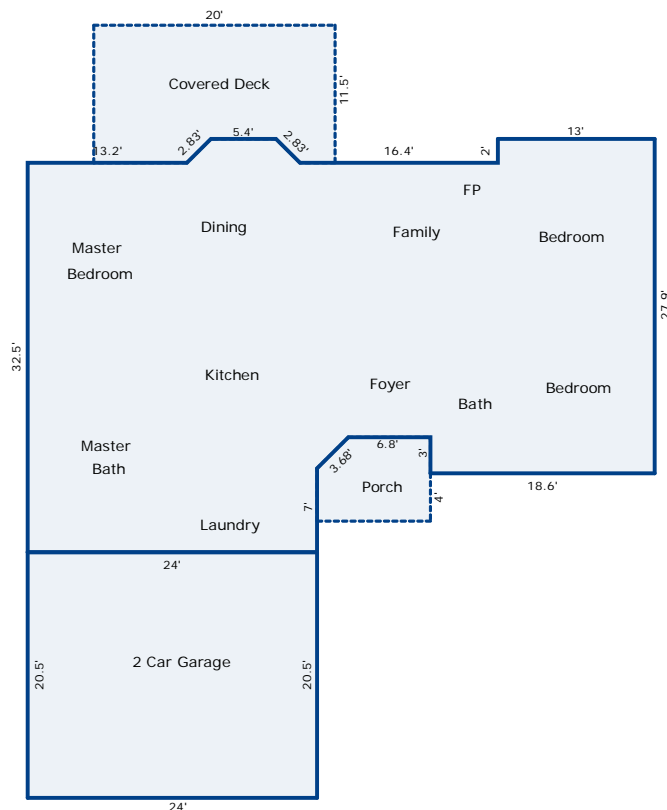


## IMPROVEMENT DATA

General Description: The property is improved with a one-story residential dwelling that was constructed by Classic Homebuilders for the current owner in 1993. The residence serves as the owner's homestead and has three bedrooms and two bathrooms. The structure is placed near the center of the site and features a 16' wide concrete driveway that extends to the service road for Mobile Highway.

Dimensions & Living Area: The residence has an irregular configuration. The maximum depth of the structure is 55' with the maximum width being approximately 52'. The structure has a gross area of 1,521 SF with the two car garage encompassing 492 SF. The covered front porch contains 62 SF with the rear covered deck having dimensions of 11.5' x 20' and an area of 215 SF excluding the encroaching bay window area.

Floor Plan: The floor plan is divided with a family room, kitchen, dining area, three bedrooms and two bathrooms. The residence features a split floor plan design with the large master bedroom and bathroom suite located in the western wing with the remaining two bedrooms and shared bath located to the east. All of the bedrooms are of ample size. The structure also has a pantry closet, coat closet, laundry room and walk-in closets in the master suite. A sketch of the residence is included below as a visual aid to the reader.



Exterior Specifications: The dwelling is constructed on-grade with a concrete slab. It is a wood frame structure (class “D” construction) with brick veneer and vinyl exterior siding. The hip style roof is constructed of dimensional composition shingles over plywood decking and frame trusses. The windows are double pane with bronze aluminum frames. Exterior doors are metal/glass. The structure has aluminum gutters and downspouts.

Interior Specifications: Painted sheetrock walls (8’ ceiling with vaulted ceiling in dining/family room), a mixture of carpeting and ceramic tile flooring, painted/textured sheetrock ceiling, ceiling fans, incandescent/fluorescent light fixtures, central heat and air, wood cabinets, formica kitchen countertops, stainless double basin sink, disposal, dishwasher, hood fan and freestanding range/oven and refrigerator. The attic is assessable via drop stairs in the garage area. The laundry room has washer/dryer hookups. The garage area is partially finished and features an automatic opener. There is also a wood burning fireplace in the family room. The master bath has a whirlpool tub (condition unknown), a stand-up shower stall and double vanity.

Condition: The condition is rated as average. General wear/tear was evident with mildew visible on the exterior and at the rear deck. A roof leak has been repaired with roll roofing installed as a patch near the front entry.

Actual/Effective Age: The residence was constructed in 1993 indicating an actual age of 17 years. After inspecting the residence, I estimate an effective age of 15 years.

Site/Ancillary Improvements: Site improvements include a 16’ wide concrete driveway, mature landscaping (sod and shrubs), covered deck, covered entry, 5’ rear chain-link fencing, and a wood dock.

### IMPROVEMENT SKETCH

File No 10-1743a

<b>SUBJECT</b>	Property Address <b>11790 Mobile Highway</b>
	City <b>Pensacola</b> County <b>Escambia</b> State <b>FL</b> Zip <b>32526</b>
	Borrower
	Lender/Client <b>Escambia County</b>
	Appraiser Name <b>Joel Asmar</b>



Scale: 1 = 13

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN		
Code	Description	Net Size	Net Totals	Breakdown		Subtotals
GLA1	First Floor	1521.18	1521.18	First Floor		
GAR	2 Car Garage	492.00	492.00	9.60 x	24.00	230.40
P/P	Covered Porch	62.42		0.5 x	2.00 x 2.00	2.00
	Covered Deck	215.20	277.62		2.00 x 13.00	26.00
					3.00 x 18.60	55.80
					22.90 x 52.00	1190.80
					5.40 x 2.00	10.80
				0.5 x	2.60 x 2.60	3.38
				0.5 x	2.00 x 2.00	2.00
	Net LIVABLE Area	(rounded)	1521	8 Items	(rounded)	1521

**AREA CALCULATIONS**



**SUBJECT PHOTOGRAPHS**



**NORTHERLY VIEW TO PROPERTY - TAKEN FROM SERVICE ROAD**



**NORTHWESTERLY VIEW TO FRONT OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**NORTHEASTERLY VIEW TO FRONT OF RESIDENCE**



**SOUTHEASTERLY VIEW TO REAR OF RESIDENCE**

**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF GARAGE**



**INTERIOR VIEW OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**

**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**

**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**WESTERLY VIEW ALONG RIVER FRONTAGE**



**NORTHERLY VIEW TO PERDIDO RIVER**



**SUBJECT PHOTOGRAPHS**



**WOOD DOCK**

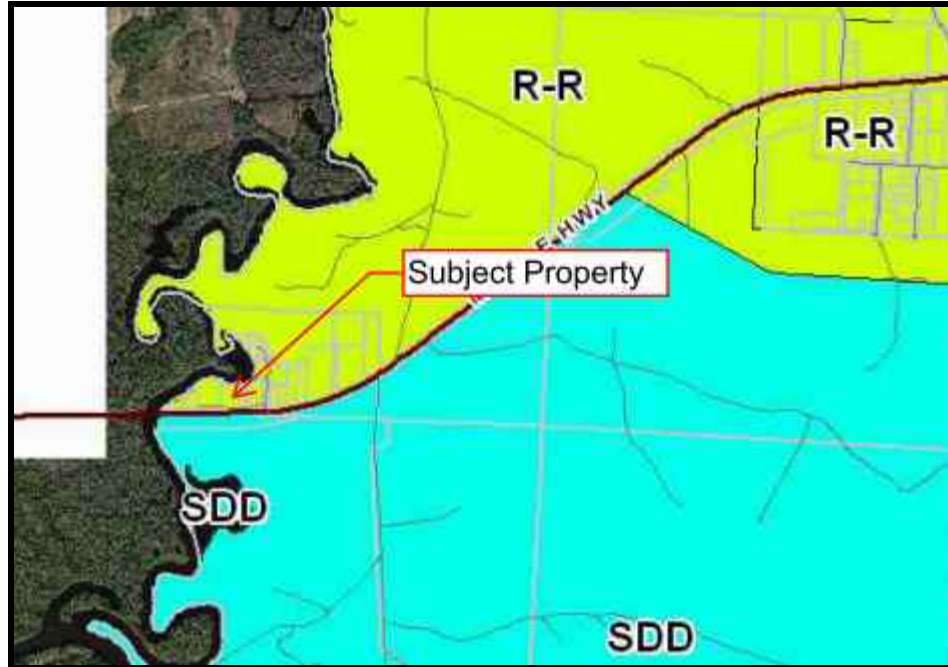


**EASTERLY VIEW ALONG SERVICE ROAD FOR MOBILE HIGHWAY**



## ZONING, FUTURE LAND USE AND CONCURRENCY

Zoning: This property is located outside the city limits of Pensacola and is within the zoning jurisdiction of Escambia County. According to the Escambia County Planning and Zoning Office, this property is located within the R-R, Rural Residential district. An excerpt from the zoning map is included below:



A description of the R-R district, per an excerpt from the Escambia County Land Development Code, is listed as follows:

**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.*

Permitted uses within the R-R are fairly restrictive with low density single family residential development being the primary land use. The minimal lot area is ½ acre for single family use.

Future Land Use: The State of Florida has mandated that each county and incorporated city, draft and implement a comprehensive plan of future land use. The Department of Community Affairs has accepted the future land use map devised by Escambia County. The subject is located within the “Agricultural” future land use classification.

Concurrency: Concurrency management system regulations went into effect on October 1, 1991. From that date forward, development orders or permits required a Certificate of Concurrency. Approval is contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, waste, and mass transit) will be available concurrent with the impact of the proposed development. Under concurrency, certain projects may not be approved, and for those that are approved, the additional paperwork and many requirements may increase development costs. The Escambia County Planning and Zoning Office was consulted and indicated they were not aware of any concurrency issues at this particular location.

Summary: The primary intent of the R-R district regulations is with low density single family residential development. The existing use of the subject property is a permitted use within this district.

### **ASSESSMENT AND TAXES**

The subject property is assessed by the Escambia County Property Appraiser's Office under tax account number 10-2453-600 and the corresponding parcel reference number 10-1S-32-7004-000-019. The total 2010 assessment is \$94,474, which is further allocated as \$12,469 for land and \$82,005 for improvements. The Save our Homes assessment is \$84,115 with a total annual gross tax liability of \$802.53 which considers the homestead exemption.

### **HISTORY OF PROPERTY**

The property is currently under the ownership of the Michael R. Monsour. Mr. Monsour previously acquired this property in 1993 from Classic Homebuilders, Inc. per the deed recorded in OR Book 3300, Page 438. The consideration paid was \$99,000 as reflected by the documentary stamps. A copy of this deed is included within the addenda section of this report.

The property is presently owner occupied. I am unaware of any other pertinent historical transactions that have transpired in the past three years.

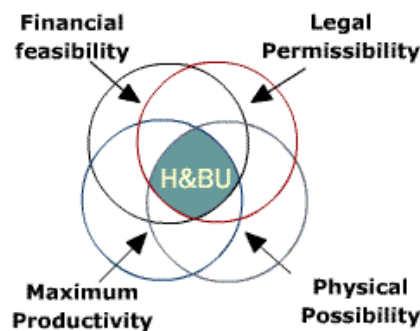
## **ANALYSIS OF DATA AND CONCLUSIONS**

## HIGHEST & BEST USE

Highest and best use is defined in the third edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 1993), as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

As evident by its definition, highest and best use is a multiple step process that investigates the optimum use of a property by a variety of criteria. The premise of highest and best use is that the lone concluded use or uses must satisfy all of the applicable tests. The following graphic provides a visual depiction of the basic premise behind this analysis.



Physically Possible Uses: The subject site consists of a 0.52 acre parcel that extends from the Mobile Highway right-of-way to the Perdido River. The site is improved with a 17 year old single-family residence. The residence has three bedrooms, two bathrooms and a two car garage. The structure is in average condition with an effective age of 15 years.

The location is in a semi-rural area known as Beulah that has experienced increased demand in recent years due to a northerly push in development from the greater Pensacola area to the southeast. The river frontage enhances the residential appeal of the property with the northerly view being good and the river being broad in the immediate vicinity.

From a physical standpoint, the existing improvements were designed and currently serve as a single family residential homestead.

Legally Permissible Uses: The property is zoned R-R, Rural Residential. This is a low density residential designation that is commonly applied to residential land in semi-rural areas. The existing single family use appears to comply with the basic intent of the R-R land use regulations.

Financially Feasible/Maximally Productive Tests: Considering the physical and legal factors, it is obvious the highest and best use is for a continuation as a single-family residence. The property consists of a functional residence with a projected remaining life of 35 or more years.

## **APPRAISAL VALUATION PROCESS**

The ultimate purpose of this appraisal report is to derive a well-supported value conclusion that reflects all factors, which influence the market value of the subject. Only the sales comparison approach to value is employed in this analysis with this being the most pertinent method of valuation for a single family residence.

## **SALES COMPARISON APPROACH**

The sales comparison approach is the most valid method of estimating the value of improved single-family residential properties. This approach is an appraisal technique in which the market value opinion is based upon prices paid in actual market transactions, or current listings. This approach is almost always applicable to the appraisal of real estate.

The process of the sales comparison approach is to first seek sales or listings of similar type properties. Secondly, the condition under which the property was sold, the property rights conveyed, and the potential for excess buyer expenditures must be considered prior to the application of an adjustment for changes in market conditions, if necessary. Direct physical comparison is the third step and includes an analysis of each comparable and the corresponding physical and locational attributes. Dissimilarities noted within the previous two steps are then considered with respect to the effect on the sales price. Lastly, an opinion is drawn as to the value of the subject based on the market data extracted and the comparison drawn between the comparable sales selected.

Comparable Sales Data and Analysis: The selection criteria of the comparable sales data included property rights conveyed, date of sale, financing, conditions of sale, and physical features such as location, living area, bedroom/bath count, effective age, waterfrontage, site area, condition, parking facilities and amenities. A complete data sheet for each comparable (Improved Sales 1 through 4 and Improved Listing 5) is included on the following pages.



## IMPROVED SALE NO. 1

### Property Identification

**Property Type** Single Family Residence  
**Address** 410 Riola Place, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-2000-250-001

### Sale Data

**Grantor** Steven Schreiner, et al  
**Grantee** Darrell E. Whipple, Sr., et ux  
**Sale Date** June 22, 2009  
**Deed Book/Page** 6481/1759  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Michael Whitner, listing agent (850) 341-6801; MLS 367568;  
Other sources: Public Records, Inspection

**Sale Price** \$160,000

### Land Data

**Land Size** 1.05 Acres (Effective site area of 0.35 acres due to marsh)  
**Waterfrontage** 92' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, two-story  
**Exterior Siding** Wood siding  
**Roof** Hip – composition shingle  
**Foundation** Pilings  
**Gross Living Area** 1,312 SF  
**Bedroom/Bath Count** 2BR/2.5BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Fireplace, wood deck, alarm system, dock, Florida room, landscaping  
**Year Built** 1977  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**Sale Price/Gross SF** \$121.95

**IMPROVED SALE NO. 1 – CONTINUED**

**Remarks**

This is the purchase of a residence on Herron Bayou. The site is oversized with a significant portion comprising marsh land. The useable waterfrontage is confined to a canal that leads to Herron Bayou. The house is constructed on pilings with the ground floor consisting of a two car garage, Florida room and workshop area.

**COMPARABLE EXHIBIT – IMPROVED SALE 1**



## IMPROVED SALE NO. 2

### Property Identification

**Property Type** Single Family Residence  
**Address** 495 Herron Villa Lane, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-4002-000-020

### Sale Data

**Grantor** Joyce R. Sanford, et al  
**Grantee** Richard I. Johnson, et al  
**Sale Date** March 31, 2009  
**Deed Book/Page** 6446/1768  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Barbara Beech, listing/selling agent (850) 341-8319; MLS 348071; Other sources: Public Records, Inspection

**Sale Price** \$135,000

### Land Data

**Land Size** 0.42 Acres  
**Waterfrontage** 80' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, one-story  
**Exterior Siding** Brick veneer  
**Roof** Gable – composition shingle  
**Foundation** Off grade with brick piers  
**Gross Living Area** 1,017 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 1 car garage  
**Amenities** Fencing, covered porch, open patio, workshop, landscaping  
**Year Built** 1978  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**Sale Price/Gross SF** \$132.74

## IMPROVED SALE NO. 2 – CONTINUED

### Remarks

This is the purchase of a residence on Herron Bayou. The roof and AC were replaced in 2007. The residence has three bedrooms, two bathrooms and features a one car garage. The water access is similar to a canal with a view to Herron Bayou to the west.

**COMPARABLE EXHIBIT – IMPROVED SALE 2**



### IMPROVED SALE NO. 3

#### Property Identification

**Property Type** Single Family Residence  
**Address** 3825 Bauer Road, Pensacola, Escambia County, Florida  
**Tax ID** 07-3S-32-4000-016-002

#### Sale Data

**Grantor** Thomas H. Whitmore, et al  
**Grantee** Christopher H. Henderson, et ux  
**Sale Date** November 24, 2009  
**Deed Book/Page** 6533/1085  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Sandy Blanton, listing/selling agent (850) 479-7653; MLS 375651; Other sources: Public Records, Inspection

**Sale Price** \$200,000

#### Land Data

**Land Size** 0.69 Acres  
**Waterfrontage** 100' – Canal leading to Weekley Bayou  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone X and AE  
**Encumbrances** None noted

#### Improvement Data

**Structural/Design** Frame, one-story  
**Exterior Siding** Brick veneer and wood siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,840 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and tile  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Fencing, covered porch, Florida room, fireplace, boat house/launch, 2 storage buildings, landscaping  
**Year Built** 1974  
**Condition** Average  
**Effective Age** 20 years

#### Indicators

**Sale Price/Gross SF** \$108.70



**IMPROVED SALE NO. 3 – CONTINUED**

**Remarks**

This is a good quality residence that features crown molding, granite kitchen countertops, stained wood cabinetry, ceramic tile flooring, and good quality windows. The waterfrontage is along a deep canal that extends to Weekley Bayou and Perdido Bay to the west.

**COMPARABLE EXHIBIT – IMPROVED SALE 3**



## IMPROVED SALE NO. 4

### Property Identification

**Property Type** Single Family Residence  
**Address** 554 Riola Place, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-2000-110-001

### Sale Data

**Grantor** Robin D. Brewton, et ux  
**Grantee** Rob Husmann, et ux  
**Sale Date** December 23, 2009  
**Deed Book/Page** 6544/998  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Linda Petty, listing agent (850) 380-8169; MLS 366472; Other sources: Public Records, Inspection

**Sale Price** \$275,000

### Land Data

**Land Size** 1.36 Acres (Effective site area of 0.40 acres due to marsh area)  
**Waterfrontage** 92' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone X and AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, two-story  
**Exterior Siding** Brick veneer and hardiboard siding  
**Roof** Gable – metal panels  
**Foundation** Concrete slab  
**Gross Living Area** 2,640 SF  
**Bedroom/Bath Count** 4BR/2BA  
**Flooring** Mixture of carpet, hardwood and tile  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Whirlpool tub, buck stove, covered porch, rear patio, wood deck, boat house (6,000 lb lift), landscaping  
**Year Built** 1999  
**Condition** Good  
**Effective Age** 10 years

### Indicators

**Sale Price/Gross SF** \$104.17

**IMPROVED SALE NO. 4 – CONTINUED**

**Remarks**

This is a good quality residence that features wide plan pine flooring, tongue & groove cypress walls, 6” framing, maple cabinets, and stainless appliances. The site is oversized with a significant portion comprising marsh land. The useable waterfrontage is confined to a canal that leads to Herron Bayou.

**COMPARABLE EXHIBIT – IMPROVED SALE 4**



## IMPROVED LISTING NO. 5

### Property Identification

**Property Type** Single Family Residence  
**Address** 5937 Hurst Hammock Road, Pensacola, Escambia County,  
Florida  
**Tax ID** 01-2S-32-2006-000-000

### Sale Data

**Owner** Phebe A. Scully  
**Listing Agent/Agency** Gay Keighley, Exit Advantage Realty  
**Survey Date** November 19, 2010  
**MLS Number** 396885  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Gay Keighley, listing agent (850) 982-6457; MLS 396885;  
Other sources: Public Records, Inspection

**List Price** \$234,900

### Land Data

**Land Size** 0.48 Acres  
**Waterfrontage** 70' – Perdido River/Bay  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, one-story  
**Exterior Siding** Hardiboard siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,503 SF  
**Bedroom/Bath Count** 4BR/2BA  
**Flooring** Mixture of carpet and tile  
**HVAC** Central forced air  
**Parking** Open parking only  
**Amenities** Covered porch, screen patio, boat house, landscaping  
**Year Built** 1975  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**List Price/Gross SF** \$156.29

**IMPROVED LISTING NO. 5 – CONTINUED**

**Remarks**

This is the current listing of a residence on Hurst Hammock Road with frontage on a broad section of the Perdido River near the outfall to Perdido Bay.



**COMPARABLE EXHIBIT – IMPROVED LISTING 5**



### COMPARABLE LOCATION MAP



Direct Physical Comparison: For the direct comparison analysis, the valuation analysis is based on lump sum adjustments made to the overall sale price. This analysis continues with the presentation of the following comparison grid:

IMPROVED SALES COMPARISON GRID												
Item	SUBJECT	IMPR. SALE 1			IMPR. SALE 2		IMPR. SALE 3		IMPR. SALE 4		IMPR. LISTING 5	
Description	11790 Mobile Highway	410 Riola Place			495 Herron Villa Lane		3825 Bauer Road		554 Riola Place		5937 Hurst Hammock Road	
Sales Price	N/A	\$160,000			\$135,000		\$200,000		\$275,000		\$234,900	
<b>Economic Adjustments</b>												
Property Rights	Fee Simple	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$275,000		\$234,900	
Financing Terms	Cash or Equiv.	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$275,000		\$234,900	
Conditions of Sale	Arm's Length	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Negotiation	-10.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$275,000		\$211,410	
Buyer Expenditures	N/A	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$275,000		\$211,410	
Date of Sale	Current	Jun-09	0.00%	Mar-09	0.00%	Nov-09	0.00%	Dec-09	0.00%	Current	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$275,000		\$211,410	
<b>Physical Adjustments</b>												
Location	Beulah	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	Beulah	Sim.	
Lot Size	0.52 acres	0.35 acres Eff	Sim.	0.42 acres	Sim.	0.69 acres	Sim.	0.4 acres Eff	Sim.	0.48 acres	Sim.	
Waterfrontage	75'/Wide River	92'/Canal-Bayou	Sim.	80'/Canal-Bayou	Sim.	100'/Canal	\$10,000	92'/Canal-Bayou	Sim.	70'/Wide River	Sim.	
Const. Quality	Avg/Good	Average	\$10,000	Average	\$10,000	Good	-\$5,000	Avg/Good	Sim.	Avg/Good	Sim.	
Effective Age	15 years	20 years	\$5,000	20 years	\$5,000	20 years	\$5,000	10 years	-\$5,000	15 years	Sim.	
Condition	Average	Average	Sim.	Average	Sim.	Average	Sim.	Good	-\$5,000	Average	Sim.	
Gross Living Area (SF)	1,521	1,312	\$10,500	1,017	\$25,000	1,840	-\$16,000	2,640	-\$56,000	1,503	\$1,000	
Bedroom/Bath	3BR/2BA	2BR/2.5BA	Sim.	3BR/2BA	Sim.	3BR/2BA	Sim.	4BR/2BA	Sim.	4BR/2BA	Sim.	
Parking	G-2	G-2	Sim.	G-1	\$2,000	G-2	Sim.	G-2	Sim.	Open	\$4,000	
Exterior Amenities	Porch, Deck, Dock	Deck, Dock, Florida Rm	-\$2,000	Porch, Patio, Workshop	Sim.	Patio, Boat Hse, FL Rm	-\$4,000	Patio, Deck Boat House	-\$5,000	ScrPorch, Boat House	-\$5,000	
Net Adj. %			\$20,500		\$39,000		-\$13,000		-\$74,000		\$0	
Adj. Price			\$180,500		\$174,000		\$187,000		\$201,000		\$211,410	

Valuation Analysis: Adjustments are applied to the unit of comparison (in this case the total purchase price) to account for observed differences between the subject property and the comparable sales. If the comparable property is considered inferior to the subject with regard to a particular characteristic, a positive adjustment is applied. Conversely, if the comparable property is rated superior to the subject, a negative adjustment is applied. A summarized discussion of the comparison factors follows:

Property Rights: To the best of my knowledge, all of the comparable sales were conveyed in fee simple interest and 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 comparable sales represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary to these sales.

Conditions of Sale: The comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. Improved Listing 5 is a current offering and a -10% adjustment is applied for a typical negotiation allowance.

Buyer Expenditures: The sales were not deemed to have extraordinary buyer expenses that warranted consideration.

Time/Market: A time/market adjustment was not necessary based on the recent transaction dates of the comparable sales. The market for lower priced residential dwellings has stabilized in recent months with no evidence of price appreciation evident. Although there is evidence of continued devaluation in the market, this trend has been most evident with homes in the \$200,000 to \$500,000 price range.

After considering these factors, as well as other market evidence (current listings, conversations with knowledgeable brokers, etc.), a time/market adjustment was not deemed necessary for the sales comparison analysis.

Location: The subject is located on Mobile Highway in the Beulah area. Improved Listing 5 shares a location within the Beulah area and is rated similar to the subject. Improved Sales 1 through 4 have slightly superior locations in West Pensacola with a modest -\$3,000 adjustment applied due to the proximity to the more heavily populated Pensacola area.

Lot Size: The subject has a gross site area of 0.52 acres and is being compared to properties that vary from 0.35 to 0.69 acres. The comparables are rated reasonably similar for this factor with no adjustment necessary.

Waterfrontage: The subject has 75' of effective frontage on a wide segment of the Perdido River. Most of the comparables have similar quality waterfrontage on various bayous, canals or rivers. Improved Sale 3 has frontage on a narrow canal with the view amenity rated inferior with a +10,000 adjustment applied.

Construction Quality: The subject has average to good construction features with features including a fireplace, vaulted ceiling, alarm system and whirlpool tub. Improved Sales 1 and 2 have average quality improvements and are adjusted by +\$10,000. Improved Sale 3 has a higher quality rating and is adjusted by -\$5,000. The remaining comparables are rated as similar.

Effective Age: The subject has an effective age of 15 years. Improved Listing 5 compares similar for this factor. The remaining comparables have effective ages of 10 to 20 years. The adjustments applied are based on a \$1,000 per year depreciation allowance.

Condition: The subject is in average condition. Improved Sales 1 through 3 and Improved Listing 5 are rated similar. Improved Sale 4 was in good condition with a -\$5,000 adjustment applied.

Gross Living Area: The subject dwelling contains 1,521 SF. The comparables vary from 1,017 SF to 2,640 SF. The amount of adjustment is based on a unit value of \$50 per SF applied to the differences in living areas.

Bedroom/Bath Count: The subject has three bedrooms and two bathrooms. All of the comparables are rated reasonably similar for this comparison factor and no adjustment is applied.

Parking: The subject has a built-in two car garage. Improved Sale 2 has a one car garage and is adjusted by +\$2,000. Improved Listing 5 has open driveway parking and is adjusted by +\$4,000.

Exterior Amenities: The subject has a front porch, covered rear deck and a wood dock. Improved Sales 1, 3, 4 and Improved Listing 5 feature superior amenities and are adjusted by -\$2,000 to -\$5,000. The higher adjustments were applied to properties with boat houses.

**RECONCILIATION AND FINAL VALUE OPINION**

The comparables represent four recent purchases and one current offering of waterfront single-family residential dwellings in the general area. The comparables indicate an adjusted value range of \$174,000 to \$211,410. The high indicator is from Improved Listing 5 with secondary weight accorded to this indication due to its active status. The four closed sales support the valuation range of \$174,000 to \$201,000. After reviewing the comparable sales, I have reconciled to a final opinion of \$190,000 as of November 17, 2010.

**FINAL VALUE OPINION – FEE SIMPLE INTEREST**

**ONE HUNDRED NINETY THOUSAND DOLLARS**

**(\$190,000)**

**ADDENDA**

COPY OF PRIOR CONVEYANCE DEED

COPY OF ESCAMBIA COUNTY TAX CARD

QUALIFICATIONS AS AN APPRAISER



92-1639

This Instrument Prepared by: E. Ann Ford,  
An Officer of Associated Land Title Group, Inc.,  
4900 Bayou Blvd., Suite 201, Pensacola, FL 32503,  
For Purposes of Title Insurance,  
File # 190-02-1639  
Parcel ID # 10 15-32-70 4-000-010

3300 438

# Warranty Deed (CORPORATION)

14201  
693 210  
7035

STATE OF FLORIDA (Statutory - Sec. 689.02 F.S.)  
COUNTY OF Escambia

KNOW ALL MEN BY THESE PRESENTS: That the

Classic Homebuilders Incorporated, whose address is 6850 Cedar Ridge Drive, Pensacola, FL 32526 a Florida corporation, Grantor\*, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto Michael R. Monsour, a single man (SS#: [REDACTED]) Grantee\*,

Whose post office address is 1700 Mobile Highway  
Pensacola, Florida 32526

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit: See Schedule "A" attached hereto and by this reference made a part hereof.

Subject to easements and restrictions of record, if any, which are specifically not extended or reimposed hereby. Subject to 1993 taxes and assessments.

D. S. PD. \$ 7300  
DATE 1-12-93  
JOE A. FLOWERS, COMPTROLLER  
BY: [Signature] C.C.  
CERT. REG. 69-2043328-27-01

and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*Whereas used herein, the term "grantor/grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on January 8, 1993

Attest: \_\_\_\_\_  
Secretary

Classic Homebuilders Incorporated

Signed, sealed and delivered in the presence of:  
[Signature] E. Ann Ford  
PLEASE PRINT OR TYPE NAME AS IT APPEARS

[Signature] Daniel Joseph Speranzo  
President

(Corporate Seal)

SHANNEN MERTZ  
PLEASE PRINT OR TYPE NAME AS IT APPEARS

STATE OF FLORIDA  
COUNTY OF Escambia

Before me personally appeared Daniel Joseph Speranzo WHO IS PERSONALLY KNOWN TO ME; NO OATH TAKEN President and respectively of above named corporation under the laws of the aforesaid State, to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the duly authorized act and deed of said corporation. Given under my hand and seal official on January 8, 1993

My Commission Expires: \_\_\_\_\_  
E. ANN FORD Notary Public

E. ANN FORD  
Notary Public - State of Florida  
My Commission Expires June 22, 1994  
CC 010587

FORM 155

OR. BK. 3300 PG. 438.5

Schedule A

That lot 60 of Government Lot 7, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Beginning at the Southeast corner of said Lot 7, thence North 00°00'00" West, along the south line of said lot, a distance of 820.47 feet; thence North 0°00'00" East 94.32 feet to an iron pipe in the North right of way line of U.S. Highway No. 90; thence South 00°00'00" West along said North line, 75.00 feet to an iron pipe for the Point of Beginning; thence continue South 80°51'00" West, along said North right of way line, a distance of 75.00 feet to an existing iron pipe; thence North 3°17'46" West, 281.35 feet to an iron pipe; thence continue North 3°17'46" West, 10.0 feet, more or less to the water of Perdido River; thence Northeastly along said water, 80 feet, more or less, to a point North 3°17'46" West of the Point of Beginning; thence South 3°17'46" East, 205 feet, more or less, to the Point of Beginning.

014228  
FILED  
RECORDED IN  
RECORDS OF  
ESSEX COUNTY  
JAN 11 3 54 PM 1933  
C. H. B. REYNOLDS  
ESSEX COUNTY

File No: 100 02-1030



# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#) | 
 [Tangible Property Search](#) | 
 [Amendment 1 Calculations](#)

[Back](#)

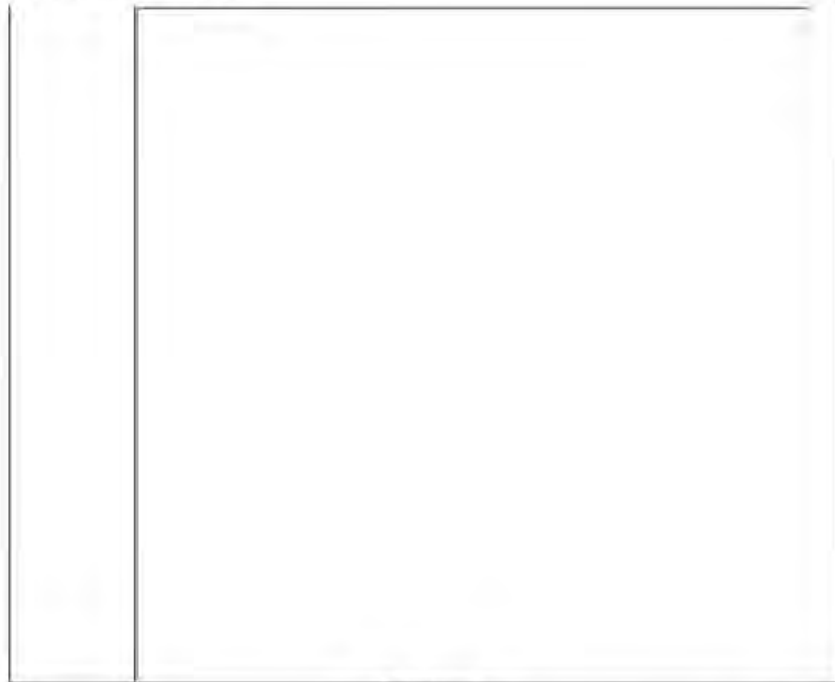
**Navigate Mode** | 
  **Account** | 
  **Reference**

[Printer Friendly Version](#)

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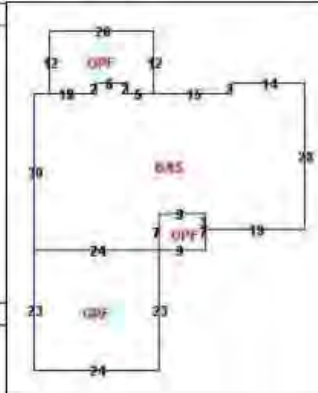
**Buildings**

Building 1 - Address:11790 MOBILE HWY, Year Built: 1992, Effective Year: 1992

Structural Elements

**FOUNDATION-SLAB ON GRADE**  
**EXTERIOR WALL-BRICK-FACE**  
**NO. PLUMBING FIXTURES-7.00**  
**DWELLING UNITS-1.00**  
**ROOF FRAMING-HIP-HI PITCH**  
**ROOF COVER-COMPOSITION SHG**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**FLOOR COVER-CARPET**  
**NO. STORIES-1.00**  
**DECOR/MILLWORK-ABOVE AVERAGE**  
**HEAT/AIR-CENTRAL H/AC**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 2304 Total SF  
**BASE AREA - 1461**  
**GARAGE FIN - 552**  
**OPEN PORCH FIN - 291**



**Images**



05/06/03

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.

Call 11790 Mobile Highway

## **QUALIFICATIONS AS AN APPRAISER**

**JOEL J. ASMAR, MAI**

### **PRIMARY EDUCATION:**

Bachelor of Science in Business Administration, Florida State University, December, 1989, Real Estate major.

### **EMPLOYMENT HISTORY:**

President/Owner of Asmar Appraisal Company; March 2000 to present.

Associate Appraiser with Martin, Brantley & Associates (formerly G. Pratt Martin, Jr. and Associates); January 1989 to March 2000.

### **PROFESSIONAL DESIGNATIONS/CERTIFICATIONS:**

Awarded the MAI designation by the Appraisal Institute in February, 2000; member number 11571.

Florida State Certified General Real Estate Appraiser RZ1565

Licensed Florida Real Estate Broker #BK545024

Member, Pensacola Association of Realtors

Candidate Admissions Chair, Northwest Florida Chapter of the Appraisal Institute, 2002 to Present

### **EXPERIENCE:**

My experience includes extensive commercial appraisal valuations in the Florida Panhandle, South Alabama and South Georgia region. I have performed appraisals for various purposes including mortgage loan purposes, foreclosure proceedings, estate valuations, and eminent domain. The latter includes work performed with the recent road widenings for Burgess Road, Airport Boulevard, Bayou Chico Bridge, Boggy Bayou Bridge, State Roads 87 & 89 (Dogwood Drive), Beal Parkway, U.S. Highway 98 (Mack Bayou – Santa Rosa Beach), Interstate 10 (Weigh Station) and Navy Boulevard.

### **PAST/CURRENT CLIENTS:**

I have signed appraisals for various financial institutions including Bank of America (formerly Nations Bank and Barnett Bank), Whitney Bank, SunTrust Bank, Compass Bank, AmSouth Bank, Bank of Pensacola, Bank of the South, First American Bank, First Union Bank, Peoples First Community Bank, Vanguard Bank, among others. Governmental clients include Escambia County, City of Pensacola, Florida Department of Transportation, Florida Department of Environmental Protection, and the Escambia County School Board. I have also performed appraisal work for Baptist Health Care, Sacred Heart Hospital, Gulf Power Company, numerous attorneys, estates, accountants, as well as various individuals and businesses.

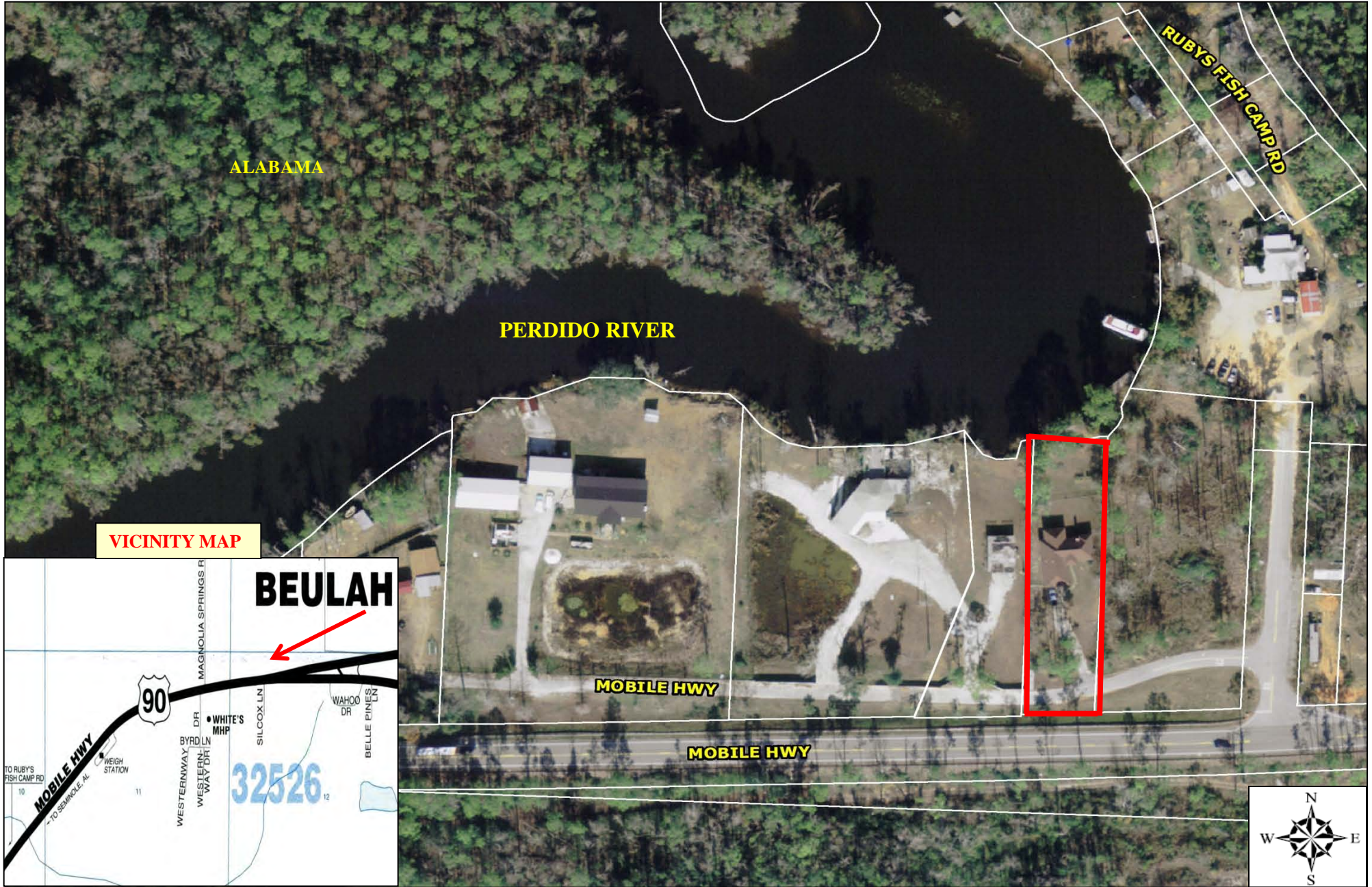
**ADDITIONAL PROFESSIONAL EDUCATION:**

I have attended numerous courses, seminars and related educational achievements, which are outlined as follows:

<b>Description</b>	<b>Date</b>	<b>Sponsor</b>
Real Estate Appraisal Principles	01/89	Appraisal Institute
Capitalization Theory and Techniques Part A	09/89	Appraisal Institute
Capitalization Theory and Techniques Part B	10/90	Appraisal Institute
Basic Valuation Procedures	03/91	Appraisal Institute
Standards of Professional Practice (Parts A, B)	04/91	Appraisal Institute
Accrued Depreciation Seminar	03/93	Appraisal Institute
Advanced Applications	08/94	Appraisal Institute
Standards of Professional Practice (Parts A, B)	12/95	Appraisal Institute
USPAP Law Update	02/96	Real Estate Educ.
Tomorrow's Appraiser	10/96	Appraisal Institute
First and Second Level - Experience Review	08/97	Appraisal Institute
Report Writing and Valuation Analysis	10/97	Appraisal Institute
USPAP – Core Law for Appraisers	11/98	Appraisal Institute
Commercial Demonstration Report	02/99	Appraisal Institute
The Comprehensive Appraisal Workshop	08/99	Appraisal Institute
Comprehensive Exam	08/99	Appraisal Institute
Third Level Experience Review	01/00	Appraisal Institute
USPAP – Core Law for Appraisers	09/00	Appraisal Institute
Standards of Professional Practice (Part C)	01/02	Appraisal Institute
Real Estate Fraud	11/02	Appraisal Institute
USPAP – Core Law for Appraisers	11/02	Appraisal Institute
Effective Appraisal Writing	08/03	Appraisal Institute
Timberland Appraisal Seminar	02/04	Appraisal Institute
Florida Core Law for Appraisers	11/04	Appraisal Institute
USPAP Update	11/04	Appraisal Institute
Feasibility, Market Value, Investment Timing: Option Value	11/04	Appraisal Institute
Small Hotel/Motel Valuation	11/04	Appraisal Institute
Analyzing Operating Expenses	10/05	Appraisal Institute
Cool Tools: New Technology For Real Estate Appraisers	10/05	Appraisal Institute
Appraising Convenience Stores	10/05	Appraisal Institute
Analyzing Distressed Real Estate	10/05	Appraisal Institute
Florida Core Law for Appraisers	04/06	Appraisal Institute
USPAP Update	04/06	Appraisal Institute
Using Your HP12C Financial Calculator	11/06	Appraisal Institute
Appraising from Blueprints and Specifications	11/06	Appraisal Institute
Florida Appraiser's State Law Update	05/08	Pensacola Bd. Of Realtors
Roles and Rules of the Supervisor and Trainee	05/08	Pensacola Bd. Of Realtors
USPAP Update	07/08	Appraisal Institute
Analyzing Distressed Real Estate	09/08	Appraisal Institute
Introduction to GIS Applications for Real Estate Appraisal	09/08	Appraisal Institute
Condominiums, Co-Ops and PUDs	09/08	Appraisal Institute
Business Practices and Ethics	02/10	Appraisal Institute
Oil Spills and Property Values	08/10	Appraisal Institute



PROPERTY ACQUISITION FOR BOAT RAMP FROM MICHAEL MONSOUR



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
JCC4 01/7/11 DISTRICT 1



Property Acquisition / Michael Monsour





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

AI-692

County Administrator's Report Item #: 12. 23.

**BCC Regular Meeting**

**Meeting Date:** 04/21/2011

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Ratification of a Memorandum of Understanding between BP Exploration & Production, Inc., and Florida's Coastal Northwest Communications Council, Inc. - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board ratify the Memorandum of Understanding (MOU) between BP Exploration & Production, Inc., and Florida's Coastal Northwest Communications Council, Inc., recognizing distribution of said funds for Incentivized Travel, Special Events, Social Media, Public Relations and Promotions, and Advertising, as noted on Exhibit 1, Escambia County Allocation Table.

Addendum III to the MOU, BP Code of Conduct, is on file for review in the Escambia County Clerk's Office.

**BACKGROUND:**

Governor Rick Scott announced that the seven counties involved in the BP oil spill will be getting \$30M in marketing funds in three equal installments over the next several months. The funds are allocated in several broad categories and are subject to final determination by the Board.

**BUDGETARY IMPACT:**

The Tourist Development Council will be making a recommendation to the Board for distribution of these funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Subject to legal sign-off.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

BP FCNCC MOU

Exhibit 1, Escambia County Allocation Table

**MEMORANDUM OF UNDERSTANDING BETWEEN BP EXPLORATION &  
PRODUCTION INC. AND FLORIDA'S COASTAL NORTHWEST COMMUNICATIONS  
COUNCIL, INC.**

WHEREAS, on or about April 20, 2010, the mobile offshore drilling unit Deepwater Horizon experienced an explosion, fire and subsequent sinking in the Gulf of Mexico ("the Oil Spill");

WHEREAS, BP Exploration and Production, Inc. ("BP") and Florida's Coastal Northwest Communications Council, Inc. (the "Council"), (collectively "the Parties") believe that additional tourism expenditures could help mitigate impacts to Florida's tourism industry as a result of, and are an appropriate response to, the Oil Spill;  
The Parties agree as follows:

1. The Council will refine and implement a tourism program ("Tourism Program"), the parameters of which will be included in Addendum I to this Memorandum Of Understanding Between BP Exploration & Production Inc. And Florida's Coastal Northwest Communications Council, Inc. ("Agreement"):

1.A. Delegation –The Council will distribute resources from the Tourism Program as described in Addendum I to this Agreement. No distributions shall be made to any of the seven counties until the county provides the Council with a signed copy of Addendum II.

1.B. Scope - The Council will refine and implement the Tourism Program exclusively for the promotion of tourism in Escambia, Santa Rosa, Okaloosa, Walton, Bay, Gulf, and Franklin counties (the "Seven Counties"), in addition to, and not in lieu of, any expenditures already planned or that normally would be made by any governmental entity to promote tourism. For purposes of clarity, funds from the Tourism Program shall not be used for marketing destinations within Florida outside of the seven counties nor shall such funds be used or dispersed to any other state commission or agency. The funds from the Tourism Program shall be used for promotion and awareness building, generally achieved through channels of paid message delivery (broadcast and print advertising, direct mail, outdoor advertising, online advertising), earned message delivery (publicity, social media), and tourism events. In addition, BP will evaluate expenditures within seven days of receipt for the rental or short-term lease of equipment required to facilitate appropriate tourism events. This includes renting or short-term leasing of temporary event-support items such as staging, sound systems, lighting, toilets, signage standards, steps, chairs and other related items to complete the

specific event. Neither infrastructure improvements (e.g., bandstands, boat ramps, fishing docks, restroom facilities, permanent stages, concert facilities, permanent or semi-permanent overlooks or platforms of natural areas, feet washing stations near beaches) nor events or activities that are inconsistent with BP's Code of Conduct (attached as Addendum III) shall qualify for funding.

**1.C. Sponsorship – BP shall have the right to display its BP and Helios logo to indicate sponsorship of any tourism event funded by the Tourism Program. BP shall have the sole discretion to approve use of its BP and Helios logo at any such event and shall approve or disapprove of such use within seven days from the date on which BP receives notification of such an event.**

**1.D. Tourism Program Reports – the Council agrees to provide BP with quarterly updates of its Tourism Program activities and results pursuant to this Agreement, along with readily available state, industry, and trade association data on the historical and current market performance for Florida tourism related to the Seven Counties.**

**1.E. Length of Tourism Program**

**1.E.1 Length of Tourism Program - The Tourism Program will run for three (3) years from the date of execution of this Agreement.**

**1.E.2 Funding - BP agrees to provide \$30,000,000 to fund the Tourism Program. The first funding installment is initially agreed to occur within fifteen (15) days of full execution of this Agreement, with subsequent installments ninety (90) and one hundred eighty (180) days thereafter in amounts outlined in the final budget. On a quarterly basis, the Parties agree to meet and confer in good faith regarding whether budgeted expenditures and funding plans to promote tourism in the Seven Counties as a result of the Oil Spill are appropriate or whether additional funding is required; provided, however, that nothing in this Agreement shall obligate BP to extend the Tourism Program beyond the length of the term of this Agreement or provide excess of \$30,000,000 for the Tourism Program.**

**1.F. Final Scope, Budget and Total Cost**

**1.F.1 Final Scope of Tourism Program – The scope of**

work for section 1.B. will be attached as Addendum I.

**1.F.2 Final Budget – The Council will prepare a preliminary budget for review and comment. The agreed-upon final budget will be developed and included as a separate appendix to this Agreement no later than 15 days after the Agreement is executed. The Council may alter the final budget if the expenses are reasonably within the overall scope of approved work.**

**1.F.3 Total Cost – Unless otherwise agreed to by the Parties pursuant to section 1.E.2 above, the total cost for the Tourism Program shall not exceed \$30,000,000.**

## **2. General Terms**

**2.A Funding Schedule - The funding for the Tourism Program as contemplated by Section 1 of this agreement shall be made in accordance with a funding schedule to be agreed upon between BP and the Council as provided above. In addition, if the Council fails to provide the data to BP as required under Paragraph 1.D or otherwise materially breaches this Agreement, BP may delay the payment or application of funding for the Tourism Program until such required data has been provided or such breach has been cured. The Council shall keep reasonably detailed records of how the funding for the Tourism Program has been used and disbursed and shall send BP a report within fifteen (15) days after the end of each ninety (90) day period. In addition, BP shall have reasonable access to the books and records pertaining to the development, implementation, and administration of the Tourism Program and shall have the ability to make inquiries to the Council from time to time the use and disbursement of funding provided hereunder. The Parties further agree that the payment and disbursement of the funding provided hereunder will be in compliance with all applicable laws and regulations.**

**2.B Dispute Resolution - If there is a dispute over the funding provided or to be provided hereunder, the Parties shall attempt to resolve the dispute through good faith informal negotiations. In the event that the dispute is not resolved informally, the Parties reserve their rights to seek relief through any means available, including judicial proceedings. Any judicial proceeding must be filed only in the Circuit Court in and for Leon County, Florida.**

**2. C. Reservation of Rights – Except as set forth in the April 8, 2011 Agreement between BP and the State of Florida, which is hereby incorporated by reference, The Council reserves all claims it may have against BP arising out of the Oil**

**Spill, including, without limitation, any causes of action or requests for relief, either administrative or judicial, under either State or federal laws, or any other claims process related to the Oil Spill.**


- 3. The parties, by mutual agreement in writing, may amend, modify or supplement this Agreement. This Agreement shall not constitute an admission of liability or fact by any party. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become effective when both parties have executed one counterpart.**

**Any notice contemplated or required by this Agreement shall be sent, in writing, to:**

**For The Council: Dawn A. Moliterno, Chairperson, Florida's Coastal Northwest Communications Council, Inc., 25777 US Highway 331 S, Santa Rosa Beach, Florida 32459**

**For BP: Jeff Morgheim, Director of Planning and Economics, Gulf Coast Restoration Organization, BP Exploration & Production, Inc., 501 Westlake Park Boulevard, Houston, TX 77079**

**IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Agreement as of the date first written above.**



**Dawn A. Moliterno  
Chairperson, Florida's Coastal Northwest Communications Council, Inc.**



---

**Albert L. Keller**  
**Executive Vice President**  
**Gulf Coast Restoration Organization**  
**BP Exploration & Production, Inc.**



**ADDENDUM I**

<b>Total</b>		<b>2011</b>	<b>15 days after MOU</b>	<b>Jun-11</b>	<b>Sep-11</b>
Escambia	14.6% \$	4,384,830	1,461,610	1,461,610	1,461,610
Santa Rosa	4.1% \$	1,230,473	410,157	410,157	410,157
Okaloosa	21.7% \$	6,506,015	2,168,671	2,168,671	2,168,671
Walton	26.7% \$	8,010,479	2,670,159	2,670,159	2,670,159
Bay	23.5% \$	7,039,975	2,346,658	2,346,658	2,346,658
Gulf	3.9% \$	1,161,534	387,178	387,178	387,178
Franklin	5.6% \$	1,666,693	555,564	555,564	555,564
<b>NW FL</b>	<b>100.0% \$</b>	<b>30,000,000</b>			

**Payment Schedule**

<b>15 days after MOU is signed</b>	<b>10,000,000</b>
<b>Jun-11</b>	<b>10,000,000</b>
<b>Sep-11</b>	<b>10,000,000</b>

## ADDENDUM II

The undersigned, by and for Escambia County, hereby agrees to develop, implement and administer the Tourism Program in accordance with the terms of the foregoing Agreement and to comply with all provisions of such Agreement.

Said plans relating to the development, implementation, and administration of the Tourism Program were submitted to the State of Florida and BP on February 24, 2011.

The undersigned, acting on behalf of and with full authority to commit the entity and county identified below, agrees to ratify and agree to be bound by all terms contained in the Agreement as if said entity and county had signed the Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Addendum II as of April 11, 2011.

Charles R. Oliver 4/11/11

Name: Charles R. Oliver  
Title: County Administrator  
Entity: County  
County: Escambia

## ADDENDUM III

[insert BP Code of Conduct]

**Escambia County**

<b>Media/Production</b>	<b>Cost</b>
Incentivized Travel – voucher/gift card program	\$1,100,000
Special Events – festivals, sporting events, conferences	\$750,000
Social Media – content creation and promotion across multiple platforms	\$200,000
Public Relations and Promotions – national/regional campaigns	\$300,000
Advertising – multi-media national/regional campaigns	\$2,034,830
<b>TOTAL</b>	<b>\$4,384,830</b>

**Spring/Summer Incentivized Travel - \$1,100,000**

Purchase of \$600,000 of American Express, Visa, or MasterCard Gift Cards to be used to promote spring and summer travel. The program will be promoted with a \$500,000 marketing budget. Marketing will consist of print, interactive, social media, radio and/or TV advertising.

-Incentivized travel objectives

- o Incite travel during the spring and summer season
- o Increase tourism development tax collections over 2009 numbers

-Incentivized travel tactics

- o Develop and implement an incentivized travel program consisting of gift cards and/or vouchers
- o Promote the program through advertising, public relations and social media efforts

-Incentivized travel evaluation

- o Track registrations for incentive program and track redemption of incentives
- o Track results of promotional efforts
- o Track tourism development tax collections during the promotion period

**Special Events - \$750,000**

Escambia County will use these funds to enhance participation, attendance and/or registration for select festivals, sporting events, conferences, concerts, shows and special events.

Specifically, Escambia County will use these funds to assist with the staging and promotion of events such as:

- o DeLuna Fest
- o Pensacola Pelican Drop

- o Select fine art events (Opera, Symphony, Ballet, Theatre, Museum) proven to bring in overnight guests
- o Select sporting events (college, amateur and equestrian) proven to bring in overnight guests

### Special Events Objectives

- o Increase participation, attendance and/or registrations for existing events
- o Increase tourism development tax collections during the event periods

#### -Special Events Tactics

- o Targeted advertising promoting special events
- o Public relations – press releases, story pitches, FAM tours
- o Social media promotion

#### -Sports Events Evaluation

- o Track registrations and spectators for promoted events
- o Track Web site visits and social media chatter
- o Track tourism development collections for the event period

### **Social Media - \$200,000**

Social media will be used in a non-traditional advertising role to quickly reach travelers and potential travelers with real-time information on incentives, promotions and events in the Pensacola Bay Area.

#### -Social Media Objectives

- o Increase attendance at existing events and increase number of repeat travelers and new visitors over 2009
- o Engage travelers with information on area events, promotions and opportunities
- o Generate leads to destination travel websites for more information and increase visitor guide request
- o Generate registrations for incentivized travel programs and increase database of travelers for future promotion
- o Increase tourism development tax collections over 2009 numbers

#### -Social Media Tactics

- o Daily updates to Facebook, Twitter and blog pages for Escambia County, select promotions for these channels  
Publicize incentivized travel offers to social media fans to increase event attendance
- o Twitter—2-3x daily updates posted: events/promotions/weather/facts
- o YouTube—regular updates and re-posts immediately as videos are available
- o FourSquare – location based promotions

#### -Social Media Evaluation

- o Track increased fans on Facebook, followers on Twitter and subscribers for YouTube and destination blogs
- o Track Web site traffic from all social media venues
- o Track incentivized travel redemption during promoted events via “How did you hear about us?”
- o Track monthly active user on Facebook and Twitter re-posts

- o Track Facebook, Twitter and YouTube wall posts and comments weekly, track FourSquare check-ins and tips
- o Track Facebook, Twitter and YouTube number of visitors per week
- o Track tourism development tax collections

**Public Relations and Promotions - \$300,000**

Public relations and promotions tactics will be used to reacquaint potential visitors with our beautiful beaches and clear, emerald waters and incite travel during the spring and summer season.

- Public Relations and Promotions Objectives
  - o Generate positive stories in the national media that our beaches are beautiful and our water is clear
  - o Develop promotions that help increase spring and summer travel to the Pensacola Bay Area
  
- Public Relations and Promotions Tactics
  - o Host journalists in the Pensacola Bay Area on media familiarization or “fam” trips and visit media contacts in targeted cities bringing the Pensacola story to them.
  - o Invite/accommodate the more than 100 journalists who interviewed industry representatives following the oil spill to return for a follow-up story
  - o Implement select promotions designed to increase visitation in the spring and summer season
  
- Public Relations and Promotions Evaluation
  - o Track media coverage of the Pensacola Bay Area (exceed \$6 million in ad equivalency during campaign)
  - o Track response to promotions
  - o Track tourism development tax collections

**Advertising – \$2,034,830**

A multi-media campaign will promote spring and summer travel to the Pensacola Bay Area. These campaigns will support public relations and social media efforts outlined in this plan. Advertising will include TV, interactive and print media.

**Advertising Budget Snapshot**

- o Television - \$1,250,000
- o Interactive - \$633,000
- o Print - \$151,830

**-Advertising Objectives**

- o Generate inquiries and requests for a visitor guide as well as visits to Pensacola travel websites
- o Generate registrations for incentivized travel programs
- o Increase visitation 15% over 2009 numbers

**-Advertising Tactics**

- o Television, Interactive and Print Media

**-Advertising Evaluation**

- o Tracking advertising generated leads

- o Tracking interactive advertising engagement, click-thru and response
- o Tracking Web traffic from markets targeted in television campaigns
- o Track tourism industry tax collections

**Total Budgeted Amount - \$4,384,830**





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-677

County Administrator's Report Item #: 12. 1.

### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Elbert Jones Jr, Exec, Dir., ECHFA

Organization: McGuireWoods LLP

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Single-Family Mortgage Revenue Bond Program - Elbert Jones, Jr., Escambia County Housing Finance Authority Executive Director

That the Board adopt a Resolution which approves a plan of finance for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single-Family Mortgage Revenue Bonds from time to time, including temporary bond anticipation notes in connection therewith, in an aggregate principal amount not to exceed \$150,000,000.

#### **BACKGROUND:**

Since the creation of the Authority by the Board in 1980, the Authority has operated a number of programs to take advantage of federal tax programs that provide low-interest financing for housing. The proposed program described in the Resolution provides affordable mortgage financing for first time homebuyers of low, moderate and median incomes in Escambia County (the "County") and other participating counties in Florida (the "Program"). The Program offers below market interest rates, or other optional interest rates which assist the homebuyer with down payments or closing costs. On April 7, 2011, the Authority conducted a TEFRA hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, to take public comment on the plan of finance for the Program, including its intention to issue and sell from time to time its mortgage revenue bonds in an aggregate principal amount not to exceed \$150,000,000 (the "Bonds"), including temporary bond anticipation notes in connection therewith.

Adoption of the Resolution is the only action required by the Board. The Bonds will be issued by the Authority. Bonds issued pursuant to the plan of finance will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, Escambia County, or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions or limitations.

#### **BUDGETARY IMPACT:**

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Program or the Bonds.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, also serves as bond counsel to the Authority, and the County's disclosure counsel, Mark Mustian of Nabors, Giblin & Nickerson, P.A., also serves as disclosure counsel to the Authority. Mr. Lott has reviewed the Resolution and will also review the documents for each transaction issued under the Plan of Finance on behalf of the County to insure that the County has no liability or obligation under the Bonds. Mr. Mustian will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure that the County's interest are protected and liability minimized.

**PERSONNEL:**

N/A.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Single Family Mortgage Revenue Bond Program provides first time homebuyers with housing at affordable rates, thus encouraging home ownership. The Program further serves a public purpose by advancing economic prosperity, health and general welfare of the State of Florida, the County and its people.

**IMPLEMENTATION/COORDINATION:**

N/A.

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**Attachments**

Resolution

Report of Hearing Officer

RESOLUTION R2011-\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR A SINGLE FAMILY MORTGAGE FINANCING PROGRAM BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING AN AGGREGATE \$150,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS (MULTI-COUNTY PROGRAM), BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSES OF THE PROGRAM; APPROVING THE ISSUANCE OF BOND ANTICIPATION NOTES; GRANTING OTHER APPROVALS REQUIRED BY COUNTY ORDINANCE 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO INTERLOCAL AGREEMENTS WITH OTHER GOVERNMENTAL UNITS OF THE STATE OF FLORIDA FOR PURPOSES OF THE PROGRAM; APPROVING THE FORM OF THE INTERLOCAL AGREEMENT; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD BY THE AUTHORITY IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; APPROVING THE REPORT OF THE AUTHORITY IN CONNECTION WITH SUCH PUBLIC HEARING; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, under the Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes (the "Act"), the Board of County Commissioners of Escambia County, Florida (the "Board"), by ordinance enacted on May 1, 1980, found a shortage of affordable housing and capital for investment therein and declared a need for establishment of the Escambia County Housing Finance Authority (the "Authority"); and

**WHEREAS**, on May 29, 1980, the Board enacted Ordinance 80-12 and on March 20, 2003, the Board enacted Ordinance 2003-8 (collectively, the "Ordinance") creating the Authority and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

**WHEREAS**, the Authority has previously issued bonds to alleviate the shortage of single family housing and capital for investments in such single family housing and such bonds have only provided partial relief; and

**WHEREAS**, pursuant to the provisions of the Act, on March 8, 2011, the Authority adopted its resolution (the "Enabling Resolution") (i) establishing a mortgage loan purchase program (the "Loan Program") with lending institutions to fund the purchases (or, to the extent permitted by applicable law and the Internal Revenue Code of 1986, as amended (the "Code"), refinancing) of mortgage loans ("Mortgage Loans") for moderate, middle or lesser income families for the construction, purchase, rehabilitation or, to the extent permitted by applicable

law and the Code, refinancing of single family housing, all as defined in the Act, to the end that the Authority may be able to promote the public health, safety, morals, and welfare of the State of Florida and its inhabitants, and (ii) authorizing the issuance by the Authority from time to time of multiple series of its Single Family Mortgage Revenue Bonds (Multi-County Program), as taxable and/or tax-exempt bonds in an aggregate principal amount not exceeding \$150,000,000 (which may also include Bonds for which a carry-forward allocation has been obtained pursuant to Section 146(f) of the Code (the "Carry-Forward Bonds"); to fund the Loan Program and to finance (or, to the extent permitted by law and the Code, refinance) the cost of such qualifying housing developments and related facilities; and

**WHEREAS**, the Authority may enter into interlocal agreements with other governmental units of the State of Florida (the "Participating Counties"), which interlocal agreements shall be in conformity with the requirements of Chapter 163, Part I, Florida Statutes, as amended, in order to cooperate and achieve economies of scale in the issuance of the Bonds and to expand, if necessary, the area of operation of the Authority to include additional areas as authorized by Chapter 159, Part IV, Florida Statutes, as amended; and

**WHEREAS**, the Authority has determined that it is necessary and desirable to issue a portion of the Bonds from time to time for the purpose of refinancing portions of outstanding single family mortgage revenue bonds (the "Refunded Bonds") issued by the Authority or Participating Counties; and

**WHEREAS**, the refunding of the Refunded Bonds (the "Refunding Program") will enable the Authority to provide Mortgage Loans to finance (or, to the extent permitted by law and the Code, refinance) Single Family Residences (the "Refunding Loan Program", and together with the Loan Program, the "Program") at favorable mortgage rates and/or upon favorable terms (including without limitation, supplemental mortgages, down payment assistance and reduced points), thereby effecting the public purposes for which the Authority was created and established; and

**WHEREAS**, in order to improve the administrative efficiency of the Program and to avoid a proliferation of small bond issues, the Authority has determined to issue short-term notes or other evidences of indebtedness ("Bond Anticipation Notes") from time to time to acquire funds and redeem Refunded Bonds whenever otherwise required to be redeemed from proceeds of, or Mortgage Loan repayments funded from, the Refunded Bonds; and

**WHEREAS**, such Bond Anticipation Notes will be issued to temporarily repay the Refunded Bonds or to provide new funds based upon available private activity bond allocation, until such time as a series of the Bonds authorized herein can be issued to provide long-term financing for the Program; and

**WHEREAS**, Section 147 of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of a plan of finance for the issuance of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

**WHEREAS**, pursuant to Section 103 of the Code a public hearing was scheduled for April 7, 2011, at 10:00 a.m., and notice of such hearing was given in the form and in the manner

required by the Code; and

**WHEREAS**, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

**WHEREAS**, the Authority has presented the Board with a report of such public hearing (the "Report"); and

**WHEREAS**, the Board desires to approve the plan of finance for the Program, and the Bonds and Bond Anticipation Notes and the issuance and sale thereof, pursuant to the Ordinance and, to the extent applicable, Section 147 of the Code, to express its approval of the action taken by the Authority and its officials pursuant to the Enabling Resolution, and to grant all other approvals required by the Ordinance in connection with the issuance and sale of the Bonds (including the Carry-Forward Bonds) and the Bond Anticipation Notes;

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

**Section 1. Interlocal Agreement Approved.** The Interlocal Agreement, in substantially the form attached hereto as Exhibit "A", and made a part hereof, between the Authority and the Participating Counties is hereby approved. The officers of the Authority are, upon due authorization and approval by that body, hereby authorized to develop and implement the Program and enter into Interlocal Agreements on behalf of the Authority with any Participating County desiring to have the Authority issue Bonds to finance single family mortgages on its behalf within its jurisdiction.

**Section 2. Public Hearing Notice Approved.** The Board hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on March 23, 2011, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record.

**Section 3. Plan of Finance, Bonds, Notes and Other Contracts and Actions Approved.**

(A) After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Program and the plan of finance therefor. The issuance by the Authority from time to time of not exceeding \$150,000,000 of its Single Family Mortgage Revenue Bonds (including the Carry-Forward Bonds), for the purposes herein described, is hereby approved. The Authority may establish such series designations and other identifying characteristics of each series of the Bonds as it may deem appropriate to distinguish each series of Bonds.

(B) Each such series shall be issued upon such terms, and be secured by such sources, as the Authority shall determine; provided that the Authority shall notify the County Administrator in writing of the designation and amount of each such series, prior to the issuance



thereof, to the extent, if any, required by County Ordinances 80-12, 97-43 or 2003-8, each as amended and supplemented.

(C) The Board further approves the issuance by the Authority from time to time of Bond Anticipation Notes (which may take the form of a promissory note, line of credit, revolving loan, term loan or any other instrument conforming to Section 215.431, Florida Statutes), provided that the aggregate authorization amount hereunder which may have been allocated by the Authority to such Bond Anticipation Notes shall be reinstated to apply to Bonds issued to repay such Bond Anticipation Notes. It is the intent hereof that the Board's approval of the Bonds and the Bond Anticipation Notes also grants all approvals as may be required by Ordinance of such instruments, contracts or other documents, and such other actions to be taken as may be necessary or convenient to the Authority in connection with the issuance and sale of the Bonds and the Bond Anticipation Notes, and any obligations issued to refund or refinance such Bonds or Bond Anticipation Notes.

**Section 4. Repealing Clause.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed. This resolution and the authorizations contained herein shall be in addition to and not in derogation of (i) Resolution R98-52 adopted by the Board on March 24, 1998, (ii) Resolution R2000-101 adopted by the Board on June 14, 2000, (iii) Resolution 2003-68 adopted by the Board on June 5, 2003, (iii) Resolution R2006-107 adopted by the Board on May 4, 2006, (iv) Resolution R2009-29 adopted by the Board on February 19, 2009, and (v) Resolution R2010-212 adopted by the Board on November 18, 2010, respectively, approving bonds (including the Carry-Forward Bonds) and interlocal agreements for the Authority. Nothing herein shall be deemed to repeal or impair or reduce the authorizations contained in such Resolutions, except that the provisions of Section 3(B) hereof shall apply to the bonds issued pursuant to such Resolution R98-52, Resolution R2000-101, Resolution R2003-68 , Resolution R2006-107, Resolution R2009-29 and Resolution R2010-212.

**Section 5. Effective Date.** This resolution shall take effect immediately upon its adoption this 21st day of April, 2011.

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

By: \_\_\_\_\_  
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: \_\_\_\_\_  
Title County Attorney  
Date 4/8/11

**Exhibit A**

**FORM OF  
INTERLOCAL AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the “Escambia Authority”), and \_\_\_\_\_ **COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “Participating County”);

**WITNESSETH:**

**WHEREAS**, Part IV of Chapter 159 of the Florida Statutes, (the “Act”) authorizes the creation of housing finance authorities within the State of Florida (the “State”) for the purpose of issuing revenue bonds to assist in relieving the shortage of capital for investment to finance or refinance affordable housing and the shortage of housing available at prices or rentals which many persons and families can afford; and

**WHEREAS**, the Escambia Authority by Resolution No. 2011-01 duly adopted on March 8, 2011 (the “Enabling Resolution”), as amended and supplemented, authorized a plan of finance (the “Plan”) for the issuance from time to time of not exceeding \$150,000,000 Single Family Mortgage Revenue Bonds, (Multi-County Program) (the “Program”); and

**WHEREAS**, the Escambia Authority has indicated that it expects to issue its Single Family Mortgage Revenue Bonds, initially designated “(Multi-County Program)” with such particular Series designation as shall be appropriate (the “Escambia Bonds” or the “Bonds”) in a principal amount not exceeding \$100,000,000 (including any applicable Carry-Forward Bonds described in the Enabling Resolution), exclusive of any amounts required for refunding purposes; and

**WHEREAS**, pursuant to Sections 143 and 146 of the Internal Revenue Code of 1986, as amended (the “Code”), the amount of mortgage revenue bonds (as defined in Section 143 of the Code) which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

**WHEREAS**, the limitations upon available portions of the private activity volume cap prevents the separate issuance of mortgage revenue bonds for each county from being feasibly and economically accomplished; and

**WHEREAS**, the Escambia Authority has authorized a sufficient amount of Escambia Bonds to fund, refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for qualifying single family mortgages (“Mortgage Loans”) of both Escambia County and the Participating County, as well as certain other counties which may also participate in a joint bond program; and

**WHEREAS**, the aggregation of mortgage loan demand and the securing of the related



amount of the cumulative State private activity volume cap, including any applicable volume cap for Carry-Forward Bonds (the "Allocation Amount") granted by the State through 20\_\_ (the "Authorization Period") for the purpose of issuing mortgage revenue bonds to finance (or, to the extent permitted by law and the Code, refinance) qualifying single family residences to be occupied by eligible home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

**WHEREAS**, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in high mortgage costs to qualified mortgagors; and

**WHEREAS**, Sections 159.603 and 159.604, Florida Statutes, authorize \_\_\_\_\_ County (the "Participating County") to approve the issuance of mortgage revenue bonds through the Escambia Authority to alleviate the shortage of capital for investment in affordable housing and the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on \_\_\_\_\_, 20\_\_ (the "County Resolution"); and

**WHEREAS**, because the restrictions attendant to qualified mortgage bonds under the Internal Revenue Code limit the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue Bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

**WHEREAS**, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring the authority to exercise or contract by agreement with the Escambia Authority to exercise those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority's area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of issuing bonds in one or more series from time to time, as qualified mortgage bonds based on the Allocation Amount or as taxable Bonds which require no bond volume allocation, to (i) make available funds to finance (or, to the extent permitted by law and the Code, refinance) qualifying single family housing owner-occupied residences located within the Participating Counties in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

**NOW THEREFORE**, the parties agree as follows:

**Section 1 Allocation Amount; Substitution of Bonds** The Participating County hereby authorizes the Escambia Authority to issue, reissue, remarket or refund qualified mortgage revenue bonds, in the form of its Single Family Mortgage Revenue Bonds (the "Bonds") from time to time based on the available Allocation Amount through the Authorization Period, or based upon the need for Mortgage Loans funded in whole or in part from taxable Bonds which require no bond volume allocation, for the purpose of financing the Program and making funds available for qualifying single family owner-occupied residences in the Participating County to the full extent permitted by the Act and the Code. Any Escambia Bonds issued, re-issued, remarketed or refunded for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Participating County's bonds that

could have been issued for such purpose. The Participating County hereby authorizes the Escambia Authority to utilize the Participating County's Allocation Amount on behalf of the Participating County as part of its Plan for the purpose of funding the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Participating County during the Authorization Period with respect to all Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding, refinancing of or refunding of obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Participating County.

**Section 2 Administration** The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Participating County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Participating County with such reports as may be necessary to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, re-issue, deliver, refund or remarket its Bonds in amounts based upon mortgage loan demand and maximum available Allocation Amounts, to the extent permitted by law to finance the Program for qualifying single family housing developments in the Participating County; and to take such other action as may be necessary or convenient to accomplish such purpose. Each Participating County may apply for the full Allocation Amount available for such County.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the housing Program or other sources available to the Escambia Authority.

### **Section 3 Program Parameters**

(A) Upon request of the Escambia Authority, the Participating County shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Participating County, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code or the Act without further action of the Participating County.

(B) The fees and expenses of the Participating County shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Participating County and the Escambia Authority at or prior to issuance of the Escambia Bonds.

**Section 4 Term** This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Participating County during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to the authorization to issue Escambia Bonds for which no Allocation Amount has been obtained or used by the Escambia Authority and for which no purchase contract has been entered into. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds pursuant to this Agreement.

**Section 5 Indemnity** To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or its respective members, officials, employees and agents for payment of the Escambia Bonds and interest or premium thereon.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**ESCAMBIA COUNTY HOUSING  
FINANCE AUTHORITY**

(SEAL)  
**ATTEST:**

By: \_\_\_\_\_  
Its: Chairman

By: \_\_\_\_\_  
Its: Secretary

**ESCAMBIA COUNTY, FLORIDA**

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

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

By: \_\_\_\_\_  
(SEAL)

## REPORT OF HEARING OFFICER


This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority, a body corporate and politic organized and existing under the provisions of the Chapter 159, Part IV, Florida Statutes, Escambia County Ordinances 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing for the issuance and sale from time to time of not exceeding \$150,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) by the Authority, together with temporary bond anticipation notes in connection therewith, for the purpose of financing such program.

The public hearing was duly advertised in a newspaper of general circulation in Escambia County, Florida. The proof of publication is attached hereto as **Exhibit "A"** (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the Plan of Finance and the contemplated issuance and sale from time to time of not exceeding \$150,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) by the Authority, together with temporary bond anticipation notes in connection therewith, for the purpose of financing such program. A true and correct transcript of the public hearing is attached hereto as **Exhibit "B."**

*No person presenting views at the public hearing opposed the issuance of the Bonds. No written communications were received.*

Respectfully submitted,



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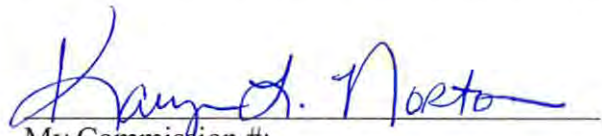
Elbert Jones Jr., Executive Director  
Escambia County Housing Finance  
Authority

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

I, Karyn L. Norton, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Elbert Jones Jr, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, under my hand and notarial seal this 7th day of April, 2011.



My Commission #:

My Commission Expires:



**EXHIBIT "A" TO REPORT OF HEARING OFFICER  
PROOF OF PUBLICATION**



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:

March 23, 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 24<sup>th</sup> Day of March, 2011, by Anna Hammes who is personally known to me.

Anna Hammes Affiant

[Signature] Notary Public

### NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing with respect to a plan of finance for a single-family mortgage program of the Authority, and the contemplated issuance and sale from time to time of not exceeding \$150,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) by the Authority. The plan of finance may include the issuance of certain Bonds for which a private activity bond volume cap carry-forward has been obtained under Section 146(f) of the Internal Revenue Code of 1986, as amended, and temporary bond anticipation notes, all for the purpose of financing such program. The public hearing is scheduled for 10:00 a.m. on Thursday, April 7, 2011, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502.

The net proceeds of such Bonds will be used to finance, and provide capital for investment to fund the purchase of, mortgage loans to qualified home buyers of low, moderate or middle income for the construction, purchase or rehabilitation of owner-occupied single family housing located within participating Florida counties, including Escambia County and other participating counties within the State of Florida, including but not limited to Alachua County, Bradford County, Citrus County, Columbia County, Franklin County, Gadsden County, Gilchrist County, Hernando County, Holmes County, Indian River County, Jackson County, Jefferson County, Leon County, Marion County, Martin County, Okaloosa County, Okeechobee County, Putnam County, Santa Rosa County, St. Lucie County, Taylor County, Union County, Wakulla County, Walton County and Washington County, and to refinance portions of bonds previously issued to provide funds for such purposes. The program is supplemental of and in addition to programs for such purposes which have been previously approved by the Board of County Commissioners.

The bonds will not constitute a debt of the State of Florida, Escambia County, or any participating counties or Housing Finance Authorities, but will be payable solely from the revenue generated from the mortgage program or other programs of the Housing Finance Authorities.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to issue said bonds. Written comments will also be considered if received prior to the hearing and addressed and mailed to: Authority Chairman, 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. Persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All interested parties are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

Lamar B. Cobb, Chairman  
Escambia County Housing Finance Authority

Legal No. 1515923 1T March 23, 2011

GRANT PAQUIN  
Notary Public, State of Florida  
My Commission Expires May 31, 2014  
Commission No. DD996828



**EXHIBIT "B" TO REPORT OF HEARING OFFICER  
TRANSCRIPT**

**ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY  
\$150,000,000 SINGLE FAMILY MORTGAGE REVENUE  
BONDS (MULTI-COUNTY PROGRAM)**

**PUBLIC HEARING**

April 7, 2011

10:00 a.m.

**ELBERT JONES:** I am Elbert Jones Jr, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Thursday, April 7, 2011 at 10:00 a.m. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds to fund the purchase of mortgage loans to qualified home buyers of low, moderate and middle incomes as will be more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Single Family Mortgage Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Ms. Norton, would you state the date of publication for the Notice of Public Hearing?

**KARYN NORTON:** The Notice of Public Hearing was published in the Pensacola News Journal on March 23, 2011.

**ELBERT JONES:** Thank you very much, and would you please read the Notice for the record?

**KARYN NORTON:** Yes. For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing with respect to a plan of finance for a single-family mortgage program of the Authority, and the contemplated issuance and sale from time to time of not exceeding \$150,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) by the Authority. The plan of finance may include the issuance of certain Bonds for which a private activity bond volume cap carry-forward has been obtained under Section 146(f) of the Internal Revenue Code of 1986, as amended, and temporary bond anticipation notes, all for the purpose of financing such program. The public hearing is scheduled for 10:00 a.m. on Thursday, April 7, 2011, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502.

The net proceeds of such Bonds will be used to finance, and provide capital for investment to fund the purchase of, mortgage loans to qualified home buyers of low, moderate or middle income for the construction, purchase or rehabilitation of owner-occupied single family housing located within participating Florida counties, including Escambia County and other participating counties within the State of Florida, including but not limited to Alachua County, Bradford County, Citrus County, Columbia County, Franklin County, Gadsden County, Gilchrist County, Hernando County, Holmes County, Indian River County, Jackson County, Jefferson County, Leon County, Marion County, Martin County, Okaloosa County, Okeechobee County, Putnam County, Santa Rosa County, St. Lucie County, Taylor County, Union County, Wakulla County, Walton County and Washington County, and to refinance portions of bonds previously issued to provide funds for

such purposes. The program is supplemental of and in addition to programs for such purposes which have been previously approved by the Board of County Commissioners.

The bonds will not constitute a debt of the State of Florida, Escambia County, or any participating counties or Housing Finance Authorities, but will be payable solely from the revenue generated from the mortgage program or other programs of the Housing Finance Authorities.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to issue said bonds. Written comments will also be considered if received prior to the hearing and addressed and mailed to: Authority Chairman, 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. Persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All interested parties are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

**ELBERT JONES:** Where will the proceeds of these bonds be used?

**KARYN NORTON:** The proceeds of these bonds will be used in Escambia County and other participating Florida counties described in the Notice of Public Hearing, provided that the governing boards of such counties adopt a resolution for the purpose of extending the area of operation of the Authority to such counties, for financing the program and to refinance portions of bonds previously issued to provide funds for such purposes.

**ELBERT JONES:** What is the public purpose of these bonds?

**KARYN NORTON:** The public purpose is to provide financing for safe, decent and affordable housing to qualified homebuyers of low, moderate or middle incomes in Escambia County and in other participating Florida counties.

**ELBERT JONES:** What is the benefit to the public from the proceeds of these bonds?

**KARYN NORTON:** Funding for mortgage loans at below market rates will be made available to low, moderate or middle income persons that meet the income, purchase price limitations and other qualifications of the Program.

**ELBERT JONES:** Are there any questions or comments from the public concerning this bond issue? Ms. Norton, has the Authority received any oral or written communication concerning this public hearing?

**KARYN NORTON:** No sir, it has not. For the record, there are no persons in attendance at the meeting, only staff and General Counsel.

**ELBERT JONES:** Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 10:08 a.m.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-654

County Administrator's Report Item #: 12. 2.

#### BCC Regular Meeting

Meeting Date: 04/21/2011

From: Amy Lovoy

Organization: OMB

CAO Approval:

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#### Information

#### RECOMMENDATION:

Recommendation Concerning the Reprioritization of Local Option Sales Tax (LOST) Funds and the Transfer of Ownership of Olive Road and Airport Boulevard - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning the Reprioritization of Local Option Sales Tax (LOST) funds and the Transfer of Ownership on Olive Road and Airport Boulevard:

- A. Reprioritize LOST projects, according to the spreadsheet including \$6 million in funding for developmental roads in the Northwest Sector Plan (Kingsfield, Well Line, Quintette). The Development Group acknowledges that this funding is insufficient to construct these roads and agrees to prioritize, within available funding, the roadways in a Memorandum of Understanding (MOU) between the parties within six months of the approval of this Recommendation. If the Development Group fails to mutually agree upon the priorities for these roadways within this time frame, the funds shall be reallocated to Bridge Renovations;
- B. Authorize the transfer process necessary to accept Olive Road (SR 290) between CR 95A and Scenic Highway (U.S. 90) from the State of Florida;
- C. Authorize the process to transfer Airport Boulevard, between I-110 (SR 8A) and U.S. 29, from Escambia County to the State of Florida; and
- D. Authorize the transfer of the Pinestead-Longleaf connector, once constructed, from Escambia County to the State of Florida.

(This Recommendation will reprioritize projects in LOST by adding additional projects and moving other projects to different years. Funding for the additional projects will come from the Equestrian Center, the library construction project, funds remaining after the completion of the Central Office Complex and funds that were previously unallocated over the life of the tax. There will be \$1,000,000 remaining in the library construction project and \$1,611,416 unallocated through Fiscal Year 2018 if this action is approved. This action presumes that all current LOST revenue estimates will be met. If the estimates are not met, projects will have to be deleted or delayed.)

#### BACKGROUND:

The attached spreadsheet details a reprioritization of LOST funding and includes the following:

- Increases the Molino project budget by a total of \$1,800,000 bringing the total budget to \$4,389,156.
- Includes \$1,500,000 for a Stefani Road building expansion.
- Increases the funding for Olive Road by \$3,000,000 bringing the total budget to \$6,385,669.
- Increases the funding for bridge renovations by \$3,700,000.
- Increases the funding for resurfacing and lane widening by \$10,500,000.
- Increases the funding for the Perdido Key Fire Station by \$5,000,000 bringing the total budget to \$5,398,887.
- Increases the funding for Saufley Landfill by \$2,000,000 bringing the total budget to \$7,900,000. (Based on current estimates this reduces the average cross section from 48 to 33 feet).
- Provides \$6,000,000 for Kingsfield/Quintette/Well Line Roads.
- Provides \$350,000 for sidewalks on Burgess Road contingent on funding from the City of Pensacola.
- Includes \$2,700,000 for a PD&E study on an I-10 interchange in Beulah.
- Increases the funding for a Hwy. 297A drainage project by \$3,000,000 bringing the total budget for projects on Hwy. 297A to \$9,431,497.
- Includes \$400,000 for improvements at Wedgewood Park.
- Includes \$600,000 for an expansion to the L Street stormwater pond.
- Includes \$400,000 for a project on E Street (Leonard to Cervantes).
- Includes funding for one additional personnel position at the Equestrian Center for two (2) years to market the facility.

**BUDGETARY IMPACT:**

This agenda item will reprioritize projects in LOST by adding additional projects and moving other projects to different years. Funding for the additional projects will come from the Equestrian Center, the library construction project, funds remaining after the completion of the Central Office Complex and funds that were previously unallocated over the life of the tax.

There will be \$1,000,000 remaining in the library construction project and \$1,611,416 unallocated through FY2018 if this action is approved.

This action presumes that all current LOST revenue estimates will be met. If the estimates are not met, projects will have to be deleted or delayed.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

This action provides for one additional position: an Equestrian Center Manager with a starting salary of \$60,000 plus benefits. If after two years the facility deficit is not reduced, the position will be eliminated.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

LOST projects



**LOST Prioritization**

<b>Project</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>Total</b>
<b>From</b>									
Congestion Improvements		\$150,000							\$150,000
Equestrian Center Improvements		80,334	82,744	85,226	87,783	90,416	93,128	95,922	615,553
ITS Application/Feasibility Study	1,462,936								1,462,936
JLUS Land Acquisition		250,000	500,000	500,000	250,000	500,000	500,000		2,500,000
JPA Design Box		500,000	400,000						900,000
Libraries LOST II	1,100,000								1,100,000
Libraries LOST III *			9,350,000	3,000,000			5,350,000		17,700,000
Neighborhood Enhancements			1,400,000						1,400,000
New Office Building	3,700,000								3,700,000
Olive Road (Existing funds)	3,000,000								3,000,000
Rebel Road			2,000,000						2,000,000
Sidewalks		400,000							400,000
Traffic Calming		200,000							200,000
Unallocated Funds	1,100,000	250,000	1,582,404	1,619,470	1,763,170	5,952,851	2,479,756	2,813,765	17,561,416
<b>Total</b>	<b>\$10,362,936</b>	<b>\$1,830,334</b>	<b>\$15,315,148</b>	<b>\$5,204,696</b>	<b>\$2,100,953</b>	<b>\$6,543,267</b>	<b>\$8,422,884</b>	<b>\$2,909,687</b>	<b>\$52,689,905</b>
<b>To</b>									
Bridge Renovations	100,000		1,016,666	516,666	263,170	770,162	516,666	516,670	3,700,000
Burgess Sidewalks **						350,000			350,000
Congestion Improvements				150,000					150,000
E Street (Leonard to Cervantes)						400,000			400,000
Equestrian Center Manager		80,334	82,744	85,226	87,783	90,416	93,128	95,922	615,553
Hwy 297A Drainage						3,000,000			3,000,000
I-10 Interchange/Beulah	1,462,936	1,080,000	157,064						2,700,000
ITS Application/Feasibility Study							1,462,936		1,462,936
JPA Design Box							300,154	599,846	900,000
L Street Pond Expansion				600,000					600,000
Molino Library	700,000								700,000
Neighborhood Enhancements							1,400,000		1,400,000
Olive Road		100,000	5,900,000						6,000,000
PA/TC Molino Building	1,100,000								1,100,000
Perdido Key Fire Station	5,000,000								5,000,000
Rebel Road							2,000,000		2,000,000
Resurfacing/Lane Widening			1,228,674	3,452,804	1,750,000	1,732,689	1,584,622	751,211	10,500,000
Saufley Landfill	2,000,000								2,000,000
Sector Plan Road Expansion		420,000	5,580,000						6,000,000
Sidewalks							400,000		400,000
Stephani Road Building Expansion		150,000	1,350,000						1,500,000
Traffic Calming						200,000			200,000
Wedgewood Park Improvements				400,000					400,000
<b>Total</b>	<b>\$10,362,936</b>	<b>\$1,830,334</b>	<b>\$15,315,148</b>	<b>\$5,204,696</b>	<b>\$2,100,953</b>	<b>\$6,543,267</b>	<b>\$7,757,506</b>	<b>\$1,963,649</b>	<b>\$51,078,489</b>
<b>Remaining Available</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$665,378.00</b>	<b>\$946,038.00</b>	<b>\$1,611,416.00</b>

\* This will leave \$1,000,000 for library construction, and \$1,611,416 unallocated.

\*\* Funding contingent on the City