

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 – May 19, 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 – Father Luke Hunt, Pastor, St. Ann's Catholic Church.
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 Proclamation proclaiming the week of May 15-21, 2011, as "Emergency Medical Services Week" in Escambia County.

7. Written Communication - April 12, 2011, communication from Wanda Gibson requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 7700 Gregg Road.

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

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

9. 5:32 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating the Siguenza Cove Canal MSBU.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Siguenza Cove Canal Maintenance Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since canal improvements increase the market value of an individual lot in the District;

B. A non-ad valorem special assessment levied would represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and would not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County. An assessment would occur only if there are future costs beyond the initial construction costs; and

C. Lots which do not receive a special benefit have been and shall be excluded from a non-ad valorem special assessment for canal improvements.

10. Committee of the Whole Recommendation.

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

A. Take the following action concerning a policy relating to canals (C/W Item 7):

(1) Approve establishing a Municipal Services Benefit Unit (MSBU) for maintenance dredging of Siguenza canal navigation channel;

(2) Approve establishing an MSBU for maintenance dredging, if desired by the property owners; alternatively, (the property) owners can maintain (Siguenza canal); and

(3) Approve not to maintain or improve other canals; i.e., Lafitte Cove and Bayou Grande Villa, without impacted properties forming an MSBU to defray costs;

B. Authorize staff to proceed with a plan for an initial Wayfinding Signs pilot program (for Highway 29) and a subsequent Wayfinding Signs Policy (C/W Item 8); and

C. Authorize staff to prepare a Request for Proposals for State Lobbyist Services (C/W Item 9).

11. Reports:

Clerk & Comptroller's Report

**Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Escambia County Governmental Complex, Suite 130**

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 four reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date May 13, 2011, in the amount of \$2,252,340.80;

B. The following two Disbursements of Funds:

(1) April 28, 2011, to May 4, 2011, in the amount of \$10,326,829.90; and

(2) May 5, 2011, to May 11, 2011, in the amount of \$5,067,322.36; and

C. The Investment Report for month ended April 30, 2011.

2. 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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 5, 2011; and

B. Approve the Minutes of the Regular Board Meeting held May 5, 2011.



## County Administrator's Report

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Request for Disposition of Surplus County Property for the Board of County Commissioners - District 1 - Charles R. "Randy" Oliver, County Administrator

That the Board approve the Request for Disposition of Property for the Board of County Commissioners, District 1 for a Dell Latitude D505 Laptop Computer, Property Identification Number 53986.

2. Recommendation Concerning a Request for Disposition of Surplus Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Request for Disposition of Property for the Solid Waste Management Department for property which is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form with the agency and reason stated.

3. Recommendation Concerning Requests for Disposition of County Property for the Community Affairs Department - Marilyn D. Wesley, Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Community Affairs Department for property which is described and listed on the forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

4. Recommendation Concerning CRA Meeting Minutes April 21, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the April 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

5. Recommendation Concerning Property Access Agreement to Conduct Environmental Site Assessment - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the Chairman's signature on the Property Site Access Agreement for the property located in the 3000 Block of Palafox, also known as the Iron Triangle. The Agreement will allow Escambia County to conduct environmental site assessment under the County's Brownfield Program.

6. Recommendation Concerning ECTV Policies and Procedures Guide - Charles R. "Randy" Oliver, County Administrator

That the Board approve the Policies and Procedures Guide for the Escambia County Government Access Channel (ECTV), which will help ECTV meet its mission to serve the people of Escambia County, by providing quality television programming and services that are a conduit to distribute "the power of education and information", by making government more accessible and understandable to citizens and by encouraging more participation in government activities and programs, educating children and adults, and fostering citizen involvement in the community through time, talent or resources.

7. Recommendation Concerning Office of Public Information and Communications Communications Policy - Charles R "Randy" Oliver, County Administrator

That the Board approve the Office of Public Information and Communications Communications Policy.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Grand Finale Fireworks Display after the Live Broadcast of the Florida Lottery Drawing on July 2, 2011 - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the grand finale fireworks display after the live broadcast of the Florida Lottery Drawing, sponsored by the Pensacola Beach Chamber of Commerce, at the Casino Beach Fishing Pier on Saturday, July 2, 2011, from 10:30 p.m., to 10:45 p.m.

9. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2012 New Year's Eve Fireworks Display for Portofino Island Resort - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display sponsored by the Portofino Island Resort, which will be launched from the pier at the Portofino Island Resort from 11:59 p.m., December 31, 2011, to 12:10 a.m., January 1, 2012.

10. Recommendation Concerning Amended Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3) - Amy Lovoy, Management and Budget Services Department Director

That the Board approve amending its action taken on July 9, 2009, concerning the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3), to include section "B.3" of the Policy, which was inadvertently omitted due to a scrivener's error.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #197 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, Other Grants and Projects Fund (110) in the amount of \$56,437, to recognize Grant proceeds from the State of Florida Department of Financial Services, and to appropriate these funds for the Escambia City/County Library System.

2. Recommendation Concerning Supplemental Budget Amendment #200 - Interfund Transfers for Saufley Landfill - Amy Lovoy, Management & Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #200, Solid Waste Fund (401) in the amount of \$2,000,000, to transfer funds from the Local Option Sales Tax Fund (352), and to appropriate these funds for the Saufley Landfill project.

3. Recommendation Concerning Supplemental Budget Amendment #202 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #202, Other Grants and Projects Fund (110) in the amount of \$22,274, to recognize proceeds from the Florida Department of Health Grant ID Code Number C0017, and to appropriate these funds for improving and expanding pre-hospital emergency medical services.

4. Recommendation Concerning Supplemental Budget Amendment #203 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Transportation Trust Fund (175) in the amount of \$33,349, to recognize insurance proceeds received for damages to County traffic signal equipment in seven separate accidents, and to appropriate these funds back to the Transportation and Traffic Division.

5. Recommendation Concerning High Pointe-Beulah Road Group Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.036, "High Pointe-Beulah Road Group Resurfacing", to Panhandle Grading & Paving, Inc., for a total amount of \$894,376.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

6. Recommendation Concerning Siguenza Cove Dredge Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.041, Siguenza Cove Dredge Project, to Redfish Marine Construction, LLC, for a total amount of \$64,046.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1132]

7. Recommendation Concerning Replacement Trucks for Facilities Management, PD 10-11.038 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the Florida Sheriff's Association Contract #10-18-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval, to purchase five Ford F-250 extended cab trucks with service body and ladder rack, one Ford F-150 extended cab with lift gate, one Ford F150 crew cab, one Ford F-150 extended cab, two Ford Escapes, and one Ford F-250 crew cab with specified options, from Hub City Ford, Inc., in the amount of \$254,050.

[Funding: Fund 001, General Fund, Cost Center 210602, Object Code 56401]

8. Recommendation Concerning Transit Advertising for Escambia County Area Transit - Amy Lovoy, Management Budget Services Department Director

That the Board award the Contract PD 10-11.019, Transit Advertising for Escambia County Area Transit, to the sole proposer, Martin Mency of Escambia County, with revenues to the County as follows:

- A. 50% of Gross Revenue from Internal and External Advertising;
- B. 50% of Net Proceeds from Ride Guide Advertising; and
- C. 50% of Net Proceeds from Fare Card Advertising.

[Funding: Fund 104, Mass Transit, Cost Center 270301, Object Code 344902]

9. Recommendation Concerning Contract Award for PD 09-10.083, Public Works Computerized Work Order and Maintenance Management System - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action:

A. Award a Contract to GBA Master Series, Inc., for Public Works Computerized Work Order and Maintenance Management System, PD 09-10.083, in the amount of \$268,803.50, with an annual Support and Maintenance Fee of \$37,700, for a total of \$306,503.50; and

B. Approve and authorize the County Administrator to sign the Software and Professional Services Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 56801]

10. Recommendation Concerning Contract Award for PD 10-11.021, Design Services – Mahogany Mill Boat Ramp and Mahogany Mill Road - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract with allowances to Hammond Engineering, Inc., per PD 10-11.021, Design Services – Mahogany Mill Boat Ramp and Mahogany Mill Road, for a lump sum amount of \$89,220 and allowances of \$27,470, for a total of \$116,690 for design services.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220811, Mahogany Mill Boat Ramp, \$81,000; Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project Number 08NE0018, \$27,000; Fund 151, Community Redevelopment, Cost Center 220519, CRA Barrancas, \$8,690]

11. Recommendation Concerning Amendment #2 to PD 05-06.077, State Road 173 (Blue Angel Parkway) – Project Development and Environmental (PD&E) Studies - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to sign Amendment #2 to the Design Agreement between Escambia County, Florida, and HDR Engineering, Inc., PD 05-06.077, PD&E Studies for State Road 173 (Blue Angel Parkway), from State Road 292 (Sorrento Road) to U.S. Highway 98 (Lillian Highway), as follows:

A. Section 2.1 is amended to read, as follows:

Under this Agreement, Escambia County will budget funds during Fiscal Years(s) 06-07, ~~and 07-08 and 10-11~~ in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Seven Hundred Thousand Dollars (1,700,000.00)~~ Two Million Thirteen Thousand Four Hundred Ninety Seven Dollars (\$2,013,497.00) for the Design Phase of this project for a new combined total of ~~Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00)~~ Two Million Nine Hundred Sixty Three Thousand Four Hundred Ninety Seven Dollars (\$2,963,497.00) .

B. Section 5.1 is amended to read, as follows:

COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Seven Hundred Thousand Dollars (1,700,000.00)~~ Two Million Thirteen Thousand Four Hundred Ninety Seven Dollars (\$2,013,497.00) for the Design Phase of this project for a new combined total of ~~Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00)~~ Two Million Nine Hundred Sixty Three Thousand Four Hundred Ninety Seven Dollars (\$2,963,497.00) . Final payment will be subject to approval by the Board of County Commissioners.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0038 "Blue Angel Parkway"]

12. Recommendation Concerning Amendment #3 to PD 05-06.078, Project Development and Environment (PD&E) Studies Pinestead Road – Longleaf Drive Corridor from Pine Forest Road To U.S. Highway 29 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to sign Amendment #3 to the Design Agreement between Escambia County, Florida, and Baskerville-Donovan, Inc., PD 05-06.078, Project Development and Environment (PD&E) Studies Pinestead Road – Longleaf Drive Corridor, from Pine Forest Road To U.S. Highway 29, as follows [Funding: Fund 352, "LOST III, Cost Center 210107, Object Code 56301, Project #08EN0078; Pinestead/Longleaf]:

A. Section 2.1 is amended to read, as follows:

Under this Agreement, Escambia County will budget funds during Fiscal Years(s) 06-07, ~~and 08-09~~ and 10-11 in the amount of One Million, Seven Hundred Sixty Nine Thousand Seven Hundred Dollars (\$1,769,700.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Five Hundred Seventy Five Thousand Four Hundred Ninety Eight Dollars and One Cent (\$1,575,498.01)~~ Three Million Sixty Four Thousand Two Hundred Sixty Six Dollars and Fifty Cents (\$3,064,266.50) for the Design Phase of this project for a new combined total of ~~Three Million Three Hundred Forty Five Thousand One Hundred Ninety Eight Dollars and One Cent (\$3,345,198.01)~~ Four Million Eight Hundred Thirty Three Thousand Nine Hundred Sixty Six Dollars and Fifty Cents (\$4,833,966.50) .

B. Section 5.1 is amended to read, as follows:

COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C", attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Million, Seven Hundred Sixty Nine Thousand Seven Hundred Dollars (\$1,769,700.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Five Hundred Seventy Five Thousand Four Hundred Ninety Eight Dollars and One Cent (\$1,575,498.01)~~ Three Million Sixty Four Thousand Two Hundred Sixty Six Dollars and Fifty Cents (\$3,064,266.50) for the Design Phase of this project for a new combined total of ~~Three Million Three Hundred Forty Five Thousand One Hundred Ninety Eight Dollars and One Cent (\$3,345,198.01)~~ Four Million Eight Hundred Thirty Three Thousand Nine Hundred Sixty Six Dollars and Fifty Cents (\$4,833,966.50) . Final payment will be subject to approval by the Board of County Commissioners.



13. Recommendation Concerning Lubrication Products, Anti-Freeze and Brake Fluids Specification Contract, PD 10-11.042 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract for the Lubrication Products, Anti-Freeze and Brake Fluid Specification Contract, PD 10-11.042, to R.K. Allen Oil, Co., for the terms and conditions of the Contract, in the amount of \$60,000.

[Funding: Fund 501, Internal Service Funds, Object Code 55201, Cost Center 210407]

14. Recommendation Concerning Authorization to Foreclose Real Property Located at 2505 West Lakeview Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2008 Code Enforcement Lien, in the amount of \$21,932.50, recorded in Official Records Book 6306, at Page 585, of the Public Records of Escambia County, Florida, on real property located at 2505 West Lakeview Avenue, Account Number 06-1327-000, Reference Number 17-2S-30-1300-006-033; the current assessed value is \$35,545. There is also an open Nuisance Abatement action pending on this property.

15. Recommendation Concerning Authorization to Foreclose Real Property Located at 3414 West Jackson Street - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure based on the following Liens recorded in the Public Records of Escambia County, Florida, on real property located at 3414 West Jackson Street, Account Number 06-3986-000, Reference Number 33-2S-30-3300-009-262; the current assessed value is \$7,481:

A. Code Enforcement Lien recorded in Official Records Book 5807, at Page 1258, in the amount of \$17,376.75; and

B. Nuisance Abatement Lien recorded in Official Records Book 6629, at Page 1783, in the amount of \$347.59.

16. Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 10 Besma Drive, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 10 Besma Drive, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 07-1829-000, Reference Number 34-2S-30-1151-040-007, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$17,561, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

17. Recommendation Concerning Purchase of Ford Vehicles for the Divisions of Environmental Enforcement and Animal Control - Gordon C. Pike, Corrections Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Division 3, Section 44-64, Purchases and Contracts, Board Approval, and award a Purchase Order to Hub City Ford, LLC, for two 2011 F-150 Pickup Trucks (Extended Cab, 4x4), four 2011 F-250 Pickup Trucks (Extended Cab, 2x4), two 2011 F-250 Pickup Trucks (Extended Cab, 4x4), and two Explorers, for a total amount of \$262,000, for the Divisions of Environmental Enforcement and Animal Control. These trucks are to replace a portion of the inventory for the Environmental Enforcement and the Animal Control Divisions, assigned to enforce the Escambia County Code of Ordinances.

[Funding Source: Fund 103, Environmental Code Enforcement, Cost Center 29010, Object Code 56401]

18. Recommendation Concerning Communication Antenna Mounting Space Lease Between City of Gulf Breeze and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Communication Antenna Mounting Space Lease Between City of Gulf Breeze and Escambia County:

A. Approve the Lease to enable installation of two communication antennas, including the right to install, maintain, operate, repair, and remove antennas, together with sufficient area at the base of the water tank structure, located at 311 Fairpoint Drive, Gulf Breeze, Florida, for a 12 foot x 11 foot equipment shelter, in the amount of \$1 per year, for a period of one year beginning May 19, 2011, with automatic renewal of additional one year terms; and,

B. Authorize the Chairman to sign the Lease.

[Funding: Fund 001/General Fund, Cost Center 330403/Communications, Object Code 54401/Rentals and Leases]

19. Recommendation Concerning a Change Order to Purchase Order 110690 to Sacred Heart Medical Group OHS for Firefighter Physicals - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover firefighter physicals:

Department:	Public Safety
Division:	Fire Services
Type:	Addition
Amount:	\$5,000
Vendor:	Sacred Heart Medical Group
Project Name:	N/A
Contract:	N/A
PO#	110690
Original Award Amount:	\$45,000
Cumulative Amount of Change Orders thru CO #2	\$ 9,000
New P.O. Amount	\$54,000

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 53101]

20. Recommendation Concerning Award of Neighborhood Stabilization Program 3 Funds - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Award of Neighborhood Stabilization Program 3 Funds:

A. Acknowledge for the Official Record U.S. Department of Housing and Urban Development (HUD) approval of the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to the 2010 Escambia County Annual Plan and accept the award of HUD NSP3 funds, in the amount of \$1,210,487, as provided through Grant #B-11-UN-12-0005; and

B. Ratify the County Administrator's execution of the NSP3 Funding Agreement as required by HUD; and

C. Authorize the Chairman, Vice Chairman, or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement all aspects of the NSP3.

[Funding: Fund 129/2010, CDBG, Cost Center to be assigned]

21. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3111 West Fairfield Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 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 3111 West Fairfield Drive:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Michael Mahn, owner of residential property located at 3111 West Fairfield Drive, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the following improvements: install a new privacy fence, gravel parking lot, and landscape improvements to include planting trees and shrubs; and

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

22. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements 2323 North "E" Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 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 2323 North "E" Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Terry Hale, owner of residential property located at 2323 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the following improvements: install a new masonry fence and landscape improvements to include palm trees; and

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

23. Recommendation Concerning Commercial Facade Grant Program Cancellation of Lien for 1717 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 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 Cancellation of Lien for the property located at 1717 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Cancellation of Lien between Escambia County CRA and TRC Pace, LLC, owner of the commercial property located at 1717 North Pace Boulevard, in the amount of \$10,000, since the aforementioned property owner has met the Grant requirements; and

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

24. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 3218 North Tarragona Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 3218 North Tarragona Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theyuka T. Thomas, owner of residential property located at 3218 North Tarragona Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$3,140, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for the following improvement: sanitary sewer connection; and

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

25. Recommendation Concerning a Change Order to Purchase Order #110547 to Little Tire Hauling, Inc., for Recycling Operations and Disposal of Waste Tires - Patrick T. Johnson, Solid Waste Management, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover recycling and disposal of waste tires [Funding: Fund 401, Solid Waste Fund, Cost Center 220604, Object Code 53401]:

Department:	Solid Waste Management	
Division:	Waste Services/Recycling	
Type:	Addition	
Amount:	\$50,000	
Vendor:	Little Tire Hauling, Inc.	
Project Name:	Recycling/Disposal of Waste Tires	
Contract:	N/A	
PO#	110547	
Original Award Amount:		\$ 25,000
Cumulative Amount of Change Orders thru CO #3		\$120,000
New P.O. Amount		\$145,000

26. Recommendation Concerning the Acquisition of Property Located at 2420 West Delano Street from C & L Distributing Co., Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two adjacent parcels of real property, located at 2420 West Delano Street, from C & L Distributing Co., Inc.:

A. Authorize staff to make an offer to D & L Distributing Co., Inc., to purchase two adjacent parcels of real property located at 2420 West Delano Street (approximately 0.62 acres) with a commercial structure located on site (small warehouse and office), for the appraised amount of \$67,000; 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 February 3, 2011, the Board approved the recommendation presented to the Committee of the Whole on January 13, 2011, authorizing staff to initiate the process to purchase properties in the Delano Street Drainage Area. Staff has identified two adjacent parcels of real property owned by D & L Distributing Co. Inc., located at 2420 West Delano Street, as suitable for stormwater drainage attenuation.

[Funding Source: Fund 352, LOST III, Account 210107/56101, Project #08EN0053 "Delano Road and Drainage Improvements" and Fund 181, "Master Drainage Basin VII", Account 210725/56101]

27. Recommendation Concerning the Purchase of Real Property Located at 1490 West Moreno Street from Baptist Health Care Corporation - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the purchase of two contiguous parcels of real property, located at 1490 West Moreno Street (totaling approximately 0.52 acres), from Baptist Health Care Corporation:

A. Authorize the purchase of two contiguous parcels of real property (totaling approximately 0.52 acres) from Baptist Health Care Corporation, for the appraised value of \$50,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the purchase without further action of the Board, subject to Legal review and sign-off.

Meeting in regular session on February 19, 2009, the Board approved the recommendation to authorize staff to initiate the purchase process for properties in the Kupfrian Park Drainage area for stormwater attenuation purposes. Staff has identified two contiguous parcels of property located at 1490 West Moreno Street as suitable for stormwater attenuation. These vacant parcels total approximately 0.52 acres, and are owned by Baptist Health Care Corporation. Staff had an appraisal performed by Brantley & Associates, dated May 28, 2009, which placed a value of \$25,000 on each parcel, for a total of \$50,000. Baptist Health Care Corporation has indicated to staff that they are amendable to selling the land for this appraised value. The property owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase, so staff is now requesting Board authorization to proceed with the acquisition. Any offer approved by the Board shall include that the property owners will be responsible for the payment of closing costs of documentary stamps and that the property owners respond within 30 days from the date of the offer.

[Funds for this project are available in Fund 351, LOST II, Account 210105/56101, Project #05EN2313, and Fund 352, LOST III, Account 210107/56101, Project #10EN0433]



28. Recommendation Concerning the Conveyance of an Easement for Electric Service to Gulf Power Company - Joy D. Blackmon P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Easement for Electric Service to Gulf Power Company, on County-owned property located on Bauer Road for the Southwest Escambia Sports Complex:

A. Approve granting an Easement for Electric Service to Gulf Power Company, as shown on Exhibit "A", on County-owned property located on Bauer Road for the Southwest Escambia Sports Complex.; and

B. Authorize the Chairman to sign the Easement document and any other documents associated with the granting of the Easement for Electric Service.

Escambia County owns property located on Bauer Road, south of Lillian Highway, identified as the site for the Southwest Escambia Sports Complex. To facilitate their plans to provide electrical service from Bauer Road into the sports complex, Gulf Power is requesting the conveyance of an Easement for Electric Service, as shown on Exhibit "A". Engineering staff has reviewed this request and the construction plans for the sports complex and supports Gulf Power's request for said easement.

[Funding Source: Funds for incidental expenditures associated with the recording of documents are available in the Engineering Escrow account accessed by the Escambia County Clerk's Office]

29. Recommendation Concerning Escambia County's Natural Resource Damage Assessment (NRDA) Projects - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Escambia County's Natural Resource Damage Assessment (NRDA) projects which represent local priorities to restore the public's natural resources as a result of the April 20, 2010, Deepwater Horizon Oil Spill:

A. Approve the following 11 Natural Resource Damage Assessment (NRDA) projects at a projected cost of \$72,710,000:

<b>Project</b>	<b>Description</b>	<b>Projected Costs</b>
Perdido Key Beach Nourishment	Cost to construct updated April 26, 2011	\$16,600,000
Pensacola Beach Renourishment	Cost to construct updated April 26, 2011	\$23,100,000
Oyster Reef/Emergent Marsh Restoration	Project Greenshores, Phase 3	\$2,000,000
Oyster Reef/Emergent Marsh Restoration	Bayou Grande oyster reef/marsh restoration	\$2,000,000
Artificial Reef projects	Up to 22 separate reefs; may include reefing of a large ship	\$10,000,000
Shorebird Habitat Restoration	Santa Rosa Island preserve area	\$600,000
Dune Restoration	Amenity beaches at Perdido Key and Pensacola Beach	\$500,000
Land Acquisition - Perdido Key	Land acquisition costs (\$14 M); site development 100 parking spaces plus bathhouse (\$3 M)	\$17,000,000
Marine Turtle Monitoring and Population Restoration	Education, light retrofit program, enhanced monitoring and enforcement	\$500,000
Dune Walkovers at Perdido Key Public Access Points		\$210,000
Water Quality, Benthic Invertebrate, Fish Monitoring		\$200,000; and

B. Authorize the Chairman to submit the list of projects to the State of Florida Trustees for potential funding.

30. Recommendation Concerning the Allocation of Funding to WSRE on Behalf of the Pensacola Archaeological Society – Charles R. “Randy” Oliver, County Administrator

That the Board take the following action concerning the allocation of funding to WSRE on behalf of the Pensacola Archaeological Society, as recommended from the Tourist Development Council and requested by Commissioner Grover C. Robinson, IV:

A. Allocate \$25,000 to WSRE on behalf of the Pensacola Archaeological Society for the purpose of filming A Visit with Bernardo de Galvez.

B. Approve the Miscellaneous Appropriations Agreement subject to legal sign-off.

III. For Discussion

1. Discussion Concerning Fire Municipal Services Benefit Unit Fee - Charles R. "Randy" Oliver, County Administrator

(BACKUP TO BE DISTRIBUTED UNDER SEPARTE COVER)

2. Recommendation Concerning Supplemental Budget Amendment #196 - BP Oil Grant, Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action:

A. Adopt the Resolution approving Supplemental Budget Amendment #196, Tourist Promotion Fund (108) in the amount of \$4,384,830, recognizing proceeds from a BP Grant and appropriating these funds for tourism activities; and

B. Approve the following allocations as recommended by the Tourist Development Council:

DeLuna Fest - \$546,342.50

MWP Pensacola Events (Memorial Day Events)- \$36,000

City of Pensacola Community Redevelopment Agency (Pelican Drop)- \$25,000

Pensacola Mardi Gras - \$120,000

Pensacola Big Game Fishing Club - \$6,000

Fiesta of Five Flags (Seafood Festival)- \$16,000

Pensacola Beach Chamber of Commerce (Taste of the Beach)- \$26,000

Pensacola Songwriters' Festival - \$25,000

Pensacola Area Chamber of Commerce - \$2,463,699

Perdido Key Chamber of Commerce - \$940,084.75

Pensacola Sports Association - \$180,703.75

C. Approve the necessary Miscellaneous Appropriations Agreements, Interlocal Agreements and Purchase Orders subject to Legal sign-off.

3. Recommendation Concerning Approval of a Purchase Order to Reimburse Perdido Key Chamber of Commerce, Inc., for the Purchase of Re-Entry Decals - Gene M. Valentino, Commissioner, District 2

That the Board approve a Purchase Order, in the amount of \$1,326.96, to cover the cost of re-entry decals for Perdido Key residents, to be paid from the General Fund (001), Cost Center 110201, Account #58201.

## County Attorney's Report

### I. For Action

#### 1. Recommendation Concerning Cancellation of the Judgment Lien Against Juanita Tomblin for Code Enforcement Civil Penalty

That the Board:

A. Authorize the cancellation of the judgment lien against Juanita Tomblin for a code enforcement civil penalty, recorded in Official Record Book 6707 at pages 1096 and 1097 of the public records of Escambia County.

B. Authorize payment of the incidental expenses associated with recording the cancellation of the judgment lien in the public records.

### II. For Information

#### 1. Recommendation Concerning *Escambia County, Florida v. Local Union 1395, Amalgamated Transit Union, AFL-CIO* (Case No. 2011 CA 000077)

That the Board accept the attached information concerning *Escambia County, Florida v. Local Union 1395, Amalgamated Transit Union, AFL-CIO* (Case No. 2011 CA 000077).

A hearing was held on April 18, 2011 before the Honorable Paul Rasmussen, Circuit Judge of the Escambia County Circuit Court, on the County's Petition for Enforcement of the Public Employees Relations Commission Order awarding the County \$29,759.05 in attorney's fees and costs against Local Union 1395, Amalgamated Transit Union, AFL-CIO. Local 1395 did not file a response to the Petition and a default was entered against it. The default means that Local 1395 has admitted all the allegations of the Petition for Enforcement and waived any defenses it may have had.

Judge Rasmussen entered the attached Order finding that the County was entitled to pre-judgment interest since September 29, 2009 when the administrative law judge made the finding that the unfair labor practices charges being pursued by Local 1395 were frivolous and unjustified, which gave the County the right to obtain reimbursement of its attorneys fees. Judge Rasmussen entered the Order on April 26, 2011 and gave Local 1395, forty-five days from that date, which is June 10, to pay the award of attorney's fees together with pre-judgment interest and any interest accruing since April 26. Should Local 1395 not make payment by June 10th, then the County can pursue contempt proceedings against it.

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



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

**AI-844**

**Proclamations Item #: 6.**

**BCC Regular Meeting**

**Meeting Date:** 05/19/2011

**Issue:** Adoption of Proclamation

**From:** Charles R. (Randy) Oliver

**Organization:** County Administrator's Office

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the Proclamation proclaiming the week of May 15-21, 2011, as "Emergency Medical Services Week" 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**

Proclamation

**PROCLAMATION**

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of Emergency Medical Services providers by designating "Emergency Medical Services Week";

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 15 – 21, 2011,

**"EMERGENCY MEDICAL SERVICES WEEK"**

in Escambia County and reminds the community of the vital importance of the services provided by Escambia County Emergency Medical Services and encourages all citizens to honor the "**Everyday Heroes**" dedicated to emergency medical care.

**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: May 19, 2011





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

**AI-799**

**Public Hearings Item #: 9.**

**BCC Regular Meeting**

**Meeting Date:** 05/19/2011

**Issue:** 5:32 p.m. Public Hearing to establish the Siguenza Cove Canal Maintenance MSBU Ordinance

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

5:32 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating the Siguenza Cove Canal MSBU.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Siguenza Cove Canal Maintenance Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since canal improvements increase the market value of an individual lot in the District;
- B. A non-ad valorem special assessment levied would represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and would not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County. An assessment would occur only if there are future costs beyond the initial construction costs; and
- C. Lots which do not receive a special benefit have been and shall be excluded from a non-ad valorem special assessment for canal improvements.

**BACKGROUND:**

The County will be dredging Siguenza Cove Canal to help with waterway access. The canal is bordered by 36 properties. The County will pay 100% of the anticipated \$64,046 construction costs associated with this dredging as a one-time expense. An automatic MSBU (one not requiring a petition) is being created for any future dredging and maintenance projects. The 36 properties surrounding the canal will be included in the MSBU district and assessed the future costs. There will be no assessment billed or collected until there are future dredging or maintenance expenses. If future maintenance and dredging costs are similar to the initial construction costs of \$64,046, each property would be assessed \$242.48 per year over the following ten year period. This would include administrative fees and interest. At this time, there is no way to know what the exact future cost could be.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was prepared by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board must approve and adopt all Ordinances.

**IMPLEMENTATION/COORDINATION:**

After Board adoption, the County Attorney's Office will finalize the Ordinance.

---

**Attachments**

Siguenza Ordinance



1           *District* means that geographical area of the Siguenza Cove Subdivision  
2 described as Lots 1 through 36, Block 3, as shown on the plat of Siguenza Cove  
3 subdivision recorded in Plat Book 5 at page 12 of the public records of Escambia  
4 County, Florida.

5  
6           *Fiscal year* means the period of time between October 1 and September 30 of  
7 the following year.

8  
9           *Lot* means any of Lots 1 through 36, Block 3, as shown on the plat of Siguenza  
10 Cove subdivision recorded in Plat Book 5 at page 12 of the public records of Escambia  
11 County, Florida.

12  
13 **Sec. 4           District created.**

14  
15           There is hereby created within the county, the Siguenza Cove Canal  
16 Maintenance Municipal Services Benefit Unit for the purpose of funding the dredging  
17 and other canal maintenance within the district.

18  
19 **Sec. 5           Governance of the district.**

20  
21           The district shall be governed by the board of county commissioners. The board  
22 shall have the following powers and duties to:

- 23  
24           (1) Provide for the collection and disbursement by the county of special  
25 assessments to pay for maintenance and operational expenses within the  
26 district.  
27  
28           (2) Provide for or contract for dredging and canal maintenance within the district.  
29  
30           (3) Buy, lease, or rent any and all real or personal property necessary to  
31 implement this division.  
32  
33           (4) Fairly and reasonable apportion the cost of the dredging and canal  
34 maintenance.  
35  
36           (5) Prepare and adopt an annual budget for the district.  
37  
38           (6) Otherwise act or satisfy the duties and responsibilities under this division.

39  
40 **Sec. 6           Legislative findings.**

41  
42           Legislative findings are as follows:

- 43  
44           (1) Dredging and canal maintenance not only increases the market value of lots  
45 in this district, but also provides recreational opportunities for the owners of  
46 such lots not shared by members of the general public.  
47

- 1 (2) The non-ad valorem special assessments levied represent a fair and  
2 reasonable apportionment of the costs of the special benefit received by each  
3 lot and do not represent a fair share of the costs of general governmental  
4 services provided to residents in the unincorporated areas of the county.  
5  
6 (3) The special benefit received by commercial lots would be greater than the  
7 special benefit received by single-family residential and multifamily residential  
8 lots and may be assessed differently.  
9  
10 (4) It is neither reasonable, cost effective, nor efficient to bill lot owners in an  
11 amount less than \$5.00.  
12

13 **Sec. 7 Special assessment procedures.**  
14

- 15 (a) The board shall determine each year the level of service necessary to  
16 provide adequate dredging and canal maintenance. The costs for  
17 dredging and canal maintenance may include, but is not limited to, any  
18 applicable governmental fees, the acquisition of capital improvements,  
19 purchase or rental of equipment or facilities, administrative fees and costs,  
20 personnel expenses, operating and maintenance expenses for the  
21 upcoming fiscal year, the tax collector's collection charge and an amount  
22 set aside as a reserve for contingencies or unexpected increases in utility  
23 costs.  
24  
25 (b) The board may by proper resolution establish rules and regulations  
26 regarding fiscal management of the district.  
27  
28 (c) Each fiscal year the board shall authorize the levy of a non-ad valorem  
29 special assessment on all lots located within the district. These non-ad  
30 valorem special assessments for dredging and canal maintenance shall  
31 be levied following the preparation and adoption of a budget by the board  
32 as provided by law. The budget shall identify the estimated costs for  
33 dredging and canal maintenance for the next fiscal year.  
34  
35 (d) The amount of non-ad valorem special assessment to be assessed and  
36 levied against each lot shall be determined based on the special benefit  
37 received by each lot and the budgeted costs for dredging and canal  
38 maintenance. The budgeted costs for dredging and canal maintenance  
39 shall be fairly and reasonably apportioned among the benefited lots by  
40 resolution of the board each fiscal year. The resolution shall contain a  
41 formula based on the number of residential and commercial lots. The  
42 formula shall allocate a greater share of the cost of service upon  
43 commercial lots due to the greater amount of special benefit commercial  
44 lots receive. The board may adopt the formula each fiscal year by  
45 resolution as necessary to reasonably and fairly apportion the cost of  
46 dredging and canal maintenance among benefited lots. The board may

1 make a finding in the resolution to exclude any lot that no longer receives  
2 a special benefit. Any non-ad valorem special assessment that is less than  
3 \$5.00 shall not be collected.  
4

5 (e) All special assessments as provided in this division shall be assessed and  
6 collected by the uniform method adopted by the board of county  
7 commissioners pursuant to Section 197.3632, Florida Statutes, or the  
8 alternative collection method described in subsection (g) of this section.  
9

10 (f) The tax collector of the county shall be entitled to receive a commission  
11 for the collection of non-ad valorem special assessments for dredging and  
12 canal maintenance as provided in Section 197.3632(2), Florida Statutes,  
13 at the rate set forth in Section 197.3632(2), Florida Statutes.  
14

15 (g) In lieu of utilizing the uniform method of collection, the board may elect to  
16 collect the recreational and amenities non-ad valorem special assessment  
17 by directing the clerk of the circuit court to provide recreational and  
18 amenities non-ad valorem assessment bills by first class mail to the owner  
19 of each assessed lot. The bill or accompanying explanatory material shall  
20 include:

21 (1) A brief explanation of the dredging and canal maintenance non-ad  
22 valorem special assessment;  
23

24 (2) A description of the unit of measurement used to determine the  
25 amount of the dredging and canal maintenance non-ad valorem  
26 special assessment and the number of units assessed;  
27

28 (3) The total amount of the dredging and canal maintenance non-ad  
29 valorem assessment imposed against the lot and identify the fiscal  
30 year for which it is assessed;  
31

32 (4) The location at which payment will be accepted;  
33

34 (5) The date on which the non-ad valorem dredging and canal  
35 maintenance assessment is due; and  
36

37 (6) A statement that the dredging and canal maintenance non-ad valorem  
38 special assessment constitutes a lien against assessed real property  
39 equal in rank and dignity with the liens of all state, county, district or  
40 municipal taxes and other non-ad valorem special assessments.  
41

42  
43 A general notice of the lien resulting from imposition of the dredging and  
44 canal maintenance non-ad valorem special assessments shall be recorded in the

1 official records of the county. Nothing in this division shall be construed to require  
2 filing individual liens or releases in the official records.

3 The board shall have the right to foreclose and collect all delinquent  
4 dredging and canal maintenance non-ad valorem special assessments in the  
5 manner provided by law for the foreclosure of mortgages on real property or  
6 appoint or retain an agent to institute such foreclosure and collection  
7 proceedings. A dredging and canal maintenance non-ad valorem special  
8 assessment shall become delinquent if it is not paid within 30 days from the date  
9 any installment is due. The board or its agent shall notify any property owner who  
10 is delinquent in payment of his dredging and canal maintenance non-ad valorem  
11 special assessment within 60 days from the date such assessment was due.  
12 Such notice shall state in effect that the board or its agent will initiate a  
13 foreclosure action or suit in equity and cause the foreclosure of such property  
14 subject to a delinquent dredging and canal maintenance non-ad valorem special  
15 assessment in a method now or hereafter provided by law for foreclosures of  
16 mortgages on real property.

17 All costs, fees and expenses, including reasonable attorney fees and title  
18 search expenses, related to any foreclosure action as described in this section  
19 shall be included in any judgment or decree rendered therein. At the sale  
20 pursuant to decree in any such action, the board may be the purchaser to the  
21 same extent as any person. The board or its agent may join in one foreclosure  
22 action the collection of non-ad valorem dredging and canal maintenance special  
23 assessments against any or all property assessed in accordance with the  
24 provisions hereof. All delinquent owners whose property are foreclosed shall be  
25 liable for an apportioned amount of reasonable costs and expenses incurred by  
26 the board and its agents, including reasonable attorney fees, in collection of such  
27 delinquent dredging and canal maintenance non-ad valorem special  
28 assessments and any other costs incurred by the county as a result of such  
29 delinquent dredging and canal maintenance non-ad valorem special  
30 assessments, and the special assessments shall be collectible as a part of or in  
31 addition to the costs of the action.

32 It shall be the duty of the board to enforce collection of delinquent  
33 dredging and canal maintenance non-ad valorem special assessments noticed  
34 by this alternative collection method. Any board action required in the collection  
35 of dredging and canal maintenance non-ad valorem special assessments may be  
36 by resolution.

37 **Sec. 8 Appeal process.**

38  
39 (a) Any lot owner may contest the amount of non-ad valorem special  
40 assessment levied upon lots located in the district, regardless of the method  
41 of collection, by notifying the clerk of the circuit court in writing that the  
42 owner's lot has been erroneously assessed. The clerk of the circuit court shall  
43 review the request and determine within ten business days whether an error

1 in assessment of the owner's lot exists based on the information provided by  
2 the lot owner and the information provided by the records of the county  
3 property appraiser's office, or other records or information made available to  
4 the board for preparation of the non-ad valorem special assessment roll. The  
5 clerk of the circuit court shall be authorized to correct facial errors based on  
6 these information sources. The clerk of the circuit court shall also be  
7 authorized to make any necessary adjustment to the amount of the lot  
8 owner's non-ad valorem special assessment due and owing as a result of the  
9 identification error with notice of the board.

10  
11 (b) In the event the clerk of the circuit court is unable to determine whether a  
12 property owner's lot has been erroneously assessed or believes the  
13 assessment is correct, the clerk of the circuit court shall forward the lot  
14 owner's written notice to the county administrator or designee. The county  
15 administrator or designee shall review and investigate the alleged error and  
16 determine, within a reasonable period of time based on the circumstances,  
17 whether the assessment should or should not be adjusted.

18  
19 (c) In the event the county administrator or designee finds the lot owner has  
20 been erroneously assessed, the county administrator or designee shall  
21 correct such errors on the non-ad valorem special assessment roll and shall  
22 make any necessary adjustment to the amount of the owner's non-ad valorem  
23 special assessment due and owing as a result of the identified error with  
24 notice to the board.

25  
26 (d) In the event the county administrator or designee finds the lot owner has  
27 been correctly assessed, the county administrator or designee shall notify the  
28 owner and advise the owner of his right to petition review of the alleged  
29 assessment error by the board within 30 days. The petition for assessment  
30 review shall state the owner's name, a description of the real property, and  
31 the facts underlying the lot owner's petition. The burden shall be on the lot  
32 owner to demonstrate by competent and substantial evidence to the board  
33 the lot has been erroneously assessed on the non-ad valorem special  
34 assessment roll.

35  
36 (e) At the next available meeting, the board shall either (i) direct the county  
37 administrator or designee to adjust the assessment due and owing; or (ii)  
38 advise the property owner the board finds no error in the assessment of the  
39 owner's real property and the property owner may appeal the board's decision  
40 to the circuit court within 30 days.

41  
42 (f) The board of county commissioners may at its discretion create an  
43 independent board to review any petition for assessment review filed. In  
44 addition, the board is authorized to establish by resolution and collect at the  
45 time a petition is filed an administrative fee for processing of the petition. The



1 board may also by resolution identify circumstances in which a refund of the  
2 administrative fee is available.

3  
4 **Sec. 9 Severability.**

5  
6 It is declared the intent of the Board of County Commissioners that if any  
7 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid  
8 or unconstitutional by a Court of competent jurisdiction, such invalidity or  
9 unconstitutionality shall not be so construed as to render invalid or unconstitutional the  
10 remaining provisions of this Ordinance.

11  
12 **Sec. 10 Inclusion in the code.**

13  
14 It is the intention of the Board of County Commissioners that the provisions of  
15 this Ordinance shall become and be made a part of the Escambia County Code; and  
16 that the sections of this Ordinance may be renumbered or relettered and the word  
17 "ordinance" may be changed to "section," "article," or such other appropriate word or  
18 phrase in order to accomplish such intentions.

19  
20 **Sec. 11 Effective date.**

21  
22 This Ordinance shall become effective upon its filing with the Department of  
23 State.

24  
25 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

26  
27 BOARD OF COUNTY COMMISSIONERS  
28 ESCAMBIA COUNTY, FLORIDA

29  
30 By: \_\_\_\_\_  
Kevin W. White, Chairman

31 ATTEST: Ernie Lee Magaha  
32 Clerk of the Circuit Court

33  
34 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
35 Deputy Clerk

36  
37 (SEAL)

38  
39  
40 Enacted:

41  
42 Filed with Department of State:

43  
44 Effective:



**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-846**

**Item #: 10.**

**BCC Regular Meeting**

**Meeting Date:** 05/19/2011

**Issue:** C/W 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 May 12, 2011, C/W Workshop, recommends that the Board take the following action:

A. Take the following action concerning a policy relating to canals (C/W Item 7):

- (1) Approve establishing a Municipal Services Benefit Unit (MSBU) for maintenance dredging of Siguenza canal navigation channel;
- (2) Approve establishing an MSBU for maintenance dredging, if desired by the property owners; alternatively, (the property) owners can maintain (Siguenza canal); and
- (3) Approve not to maintain or improve other canals; i.e., Lafitte Cove and Bayou Grande Villa, without impacted properties forming an MSBU to defray costs;

B. Authorize staff to proceed with a plan for an initial Wayfinding Signs pilot program (for Highway 29) and a subsequent Wayfinding Signs Policy (C/W Item 8); and

C. Authorize staff to prepare a Request for Proposals for State Lobbyist Services (C/W Item 9).

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**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-804**

**Item #: 11. 1.**

**BCC Regular Meeting**

**Meeting**

**Date:** 05/19/2011

**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 four reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date May 13, 2011, in the amount of \$2,252,340.80;

B. The following two Disbursements of Funds:

(1) April 28, 2011, to May 4, 2011, in the amount of \$10,326,829.90; and

(2) May 5, 2011, to May 11, 2011, in the amount of \$5,067,322.36; and

C. The Investment Report for month ended April 30, 2011.

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**Attachments**

**20110519 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: May 13, 2011

Check No:	\$0.00
Direct Deposits:	\$1,182,281.31
Total Deductions and Matching Costs:	\$1,070,059.49
Total Expenditures:	\$2,252,340.80

2011 MAY 11 10:11:32  
 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 & 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: 04/28/11 to 05/04/11

DISBURSEMENTS

Computer check run of:			
	05/04/11	\$	<u>3,154,708.19</u>
	<u>L-Vendor</u>	\$	<u>61,427.85</u>
Hand-Typed Checks:		\$	<u>0.00</u>
Disbursement By Wire:			
Debt Service Payment		\$	<u>0.00</u>
Elected Official		\$	<u>7,043,197.01</u>
Preferred Governmental Claims		\$	<u>49,854.18</u>
Dental Insurance		\$	<u>0.00</u>
Credit Card Purchases		\$	<u>17,642.67</u>
Other	Veolia Transportation	\$	<u>0.00</u>
Total Disbursement by Wire		\$	<u>7,110,693.86</u>
<b>TOTAL DISBURSEMENTS</b>		\$	<u><u>10,326,829.90</u></u>

2011 MAY -5 A 8:08  
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 OF

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

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



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

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & 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:

05/05/11 to 05/11/11

DISBURSEMENTS

Computer check run of:

05/11/11 \$ 4,658,965.72

L-Vendor \$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Dental Insurance \$ 44,640.20

Credit Card Purchases \$ 21,125.14

Civic Center \$ 66,328.92

Aero Training & Rental, Inc \$ 276,262.38

Total Disbursement by Wire \$ 408,356.64

TOTAL DISBURSEMENTS \$ 5,067,322.36

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

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





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

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

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

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

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

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

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

**DATE:** May 13, 2011

**SUBJECT:** April 2011 Investment Report

2011 05 13 P 12:11  
 [Handwritten initials/signature]

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended April 30, 2011, as required by Ordinance 95-13.

The total portfolio earnings for the month of April equaled \$140,996. The short term portfolio achieved an average yield of .33% benchmarked against the Standard & Poor's Government Investment Pool 30 Day index yield of .06%. 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 .73%.

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

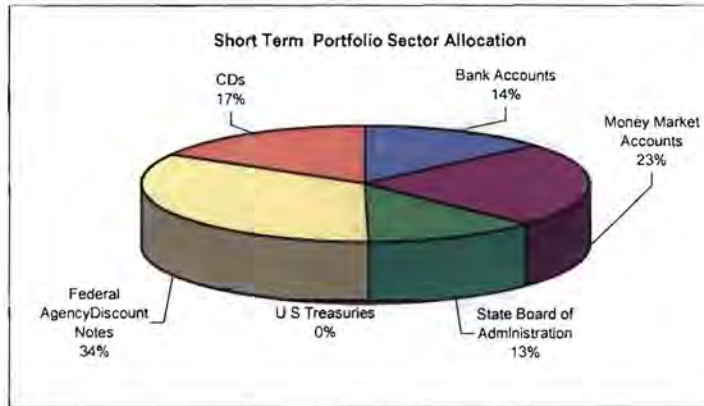
Please do not hesitate to call me at 595-4825 if you have any questions.

PLS/nac

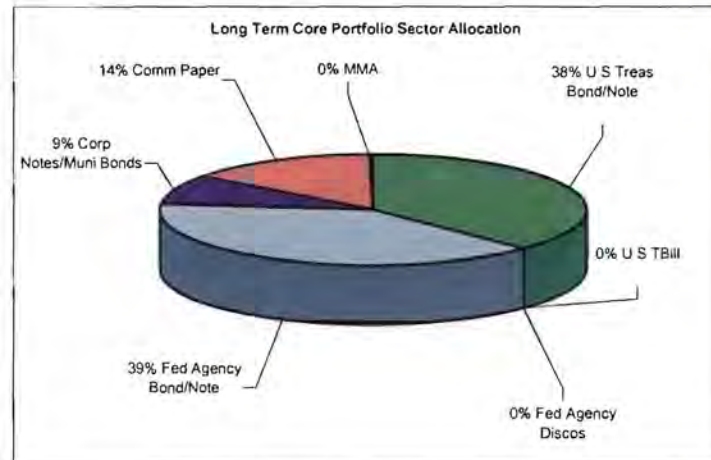


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
INVESTMENT PORTFOLIO SUMMARY REPORT  
FISCAL YEAR 2010-2011  
As of April 30, 2011**

**PORTFOLIO COMPOSITION**



<b>SHORT TERM PORTFOLIO (Maturities &lt; or = to 1 Year)</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Percent</b>
Bank Accounts	\$ 16,392,148	\$ 16,392,148	14%
Money Market Accounts	27,854,953	27,854,953	23%
State Board of Administration	15,003,473	15,003,473	13%
U S Treasuries	-	-	0%
Federal AgencyDiscount Notes	40,000,000	39,983,270	34%
Certificates of Deposit	20,000,000	20,000,000	17%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 119,250,574</b>	<b>\$ 119,233,844</b>	<b>100%</b>
<b>Short Term Portfolio Yield:</b>	<b>0.33%</b>	<b>YTD Earnings: \$142,466</b>	
<b>Benchmark S&amp;P GIP Index 30 Day:</b>	<b>0.06%</b>		



<b>LONG TERM CORE PORTFOLIO (Maturities &gt; 1 Year):</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Percent</b>
US Treasury Bond/Notes	\$ 37,360,000	\$ 37,605,563	38%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	38,880,000	39,650,776	39%
Corporate Notes/Muni Bonds	8,650,000	9,146,343	9%
Commercial Paper	14,300,000	14,289,377	14%
Federated Govt Money Market Fund	256,771	256,771	0%
<b>Total Managed CORE Assets:</b>	<b>\$99,446,771</b>	<b>\$100,948,830</b>	<b>100%</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.19%</b>	<b>YTD Earnings: \$ 785,465</b>	
<b>CORE Portfolio Yield to Maturity at Market:</b>	<b>1.07%</b>		
<b>Benchmark Merrill Lynch 1-3 Yr Treasury Index:</b>	<b>0.73%</b>		

**Total Portfolio: \$ 218,697,345 \$ 220,182,674**

**Current Month Earnings: \$ 140,996**

**Year to Date Earnings: \$ 927,931**





**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-810**

**Item #: 11. 2.**

**BCC Regular Meeting**

**Meeting Date:** 05/19/2011

**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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 5, 2011; and

B. Approve the Minutes of the Regular Board Meeting held May 5, 2011.

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**Attachments**

20110519 CR I-2

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW  
HELD MAY5, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:02 a.m. – 10:27 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. Doris Harris, Deputy Clerk to the Board  
Mrs. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 5, 2011, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, and County Attorney Rogers, 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; County Attorney Rogers; Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office; T. Lloyd Kerr, Director, Development Services Department; Marilyn Wesley, Director, Community Affairs Department; and Kenneth Gordon, General Manager, Escambia County Area Transit, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report, with comments from County Administrator Oliver and Ronald Sorrells, Director, Human Resources Department, regarding Item II-1; and
  - F. Commissioner Robertson and Commissioner Robinson each reviewed his add-on items.

NAME

DEPARTMENT/AGENCY

1	Bob Price Jr	OLIVE BAPTIST CHURCH
2	Larry Ask	BCSO
3	Geary Montec	ELSO
4	Ken Gordon	ECAT
5	John Kendall	HR
6	Sandra Slay	Enf Enforce
7	Matt John	DBM
8	Keith Wilkins	C+E
9	LLOYD KERR	DSD
10	Juanita Braxwell	BCC DI
11	Alyson Cain	
12	GLENN GRIFFITH	C+E
13	STAN LOLLAR	Olive Baptist / MVO
14	Randy Wickerson	NERB
15	Robert Turpin	CEB
16	<del>Frank</del>	BCC-2
17	Marilyn Wesley	DCA
18	Jane Ann	Admin
19	Amy Leroy	MBS
20	David Mueschke	I.T.
21	John Sun	FCR
22	TRISHA BOHLMANN	PUBLIC SAFETY
23	Michael Watts	Risk Manager
24	Christina Simmons	Purch.
25	Jay Bae	PW
26	David	PW
27	Susan Hendrix	CAO
28	Don & Lois Barber	
29	Bob Dennis	MBS / Purchasing
30		

NAME

DEPARTMENT/AGENCY

1	Pam Allen	Capt
2	Susan Holt	CEP/SWM/P&R
3	Paul Williams	FIRE SERVICES
4	Daniel Spillman	Fire
5	Jaycie Black	PTJ
6	Joseph Stein	B/C
7	Wes Moreno	P/W
8	Antomus Lee	POT Betty Ded.
9	William Davis	
10	Bonita Playee	EPR
11	Jeff J. Harris	FEMA
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NAME

DEPARTMENT/AGENCY

1	<i>[Signature]</i>	City Atty
2	<i>[Signature]</i>	BCC
3	<i>[Signature]</i>	
4	<i>[Signature]</i>	BCC
5	<i>[Signature]</i>	BCC
6	KEVIN WHITE	BCC
7	<i>[Signature]</i>	CAD
8	RANDY OLIVER	COUNTY ADMIN.
9	<i>[Signature]</i>	Clerk to the Board
10	<i>[Signature]</i>	Clerk + Comptroller Finance
11	<i>[Signature]</i>	Clerk + Comptroller's office
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-789** County Administrator's Report Item #: 11. 1.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 05/19/2011  
**Issue:** Disposition of Surplus County Property  
**From:** Charles R. (Randy) Oliver  
**Organization:** County Administrator's Office  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning a Request for Disposition of Surplus County Property for the Board of County Commissioners - District 1 - Charles R. "Randy" Oliver, County Administrator

That the Board approve the Request for Disposition of Property for the Board of County Commissioners, District 1 for a Dell Latitude D505 Laptop Computer, Property Identification Number 53986.

**BACKGROUND:**

The item listed on the attached Request for Disposition of Property has been checked and declared unusable by Information Technology. The Request for Disposition of Property has been signed by all applicable authorities, including Information Technology and the County Administrator or his designee.

**BUDGETARY IMPACT:**

None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

53986





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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Board of County Commissioners COST CENTER NO: 110101

Cheryl Lively, Program Coordinator DATE: 3/18/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-4947

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Yes	53986	Dell Latitude D505	MM7GG-7FVGD-7BCGH-JTW7T-XT4XM	Latitude D505	2005	Fair Poor

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

INFORMATION TECHNOLOGY (IT Technician): DAVID A SCRUGGS  
 Print Name

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

Computer is Ready for Disposition

Date: 18 MAR 11 Information Technology Technician Signature: 

TO: County Administration Date: \_\_\_\_\_  
 FROM: Escambia County Bureau Bureau Chief (Signature): \_\_\_\_\_

Bureau Chief (Print Name): \_\_\_\_\_

RECOMMENDATION: Date: 4/15/11  
 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-816**

**County Administrator's Report Item #: 11. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/19/2011

**Issue:** Request for Disposition of Property

**From:** Patrick T. Johnson

**Organization:** Solid Waste

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning a Request for Disposition of Surplus Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the Request for Disposition of Property for the Solid Waste Management Department for property which is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form with the agency and reason stated.

**BACKGROUND:**

The property listed on the attached Request for Disposition of Property form has been declared as either unusable or obsolete and should be auctioned or properly disposed of. The form has been signed by all applicable authorities including County Administrator, Department Director and if applicable, Fleet Manager.

**BUDGETARY IMPACT:**

There will be possible recoup of funds if and/or when property goes to auction.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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**

Truck disposition form

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Solid Waste Management COST CENTER NO: 220601/220603

Susan R. Holt  
 Property Custodian (PRINT FULL NAME) DATE: 4/13/11

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51098	Steco 100 cy Trailer (220603)	5EWES45292125369		2002	Fair
N	46853	Chevy 4x4 Pick Up Truck (220603)	1GCEK19R4WE113386	K1500	1998	Fair
N	47749	Dodge 4x4 Pick Up Truck (220603)	1B7HF16Y1XS305784	Ram 1500	1999	Fair
N	49195	Ford 4x4 Pick Up Truck (220601)	1FMZU83P71ZA61096	Explorer	2001	Fair

Disposal Comments: Items to be Sold

FLEET MANAGER: Dennis Rigby  
 Print Name

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

Date: \_\_\_\_\_ Fleet Manager Signature: [Signature]

TO: County Administration Date: \_\_\_\_\_  
 FROM: Escambia County Bureau Department Head: [Signature]  
 Department Head: Pat T. Johnson

RECOMMENDATION: Date: 5/6/11  
 TO: Board of County Commissioners  
 FROM: County Administration Charles R. Oliver  
 Charles R. "Randy" Oliver,  
 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-767**

**County Administrator's Report Item #: 11. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/19/2011

**Issue:** Requests for Disposition of Property

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Requests for Disposition of County Property for the Community Affairs Department - Marilyn D. Wesley, Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Community Affairs Department for property which is described and listed on the forms, with reason for disposition stated. The items are to be auctioned as surplus or properly disposed of.

**BACKGROUND:**

The property at issue are four Escambia County Area Transit (ECAT) handicap-accessible vans used for Community Transportation and the eight digital video recording systems removed from the vans. The vans and recording systems were acquired in 2002 and 2003, respectively, are in poor condition, and have recently been replaced. The vans are currently located at Road Operations, awaiting auction.

**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 BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Requests for Disposition of Property ECAT 04-2011



## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept: Community Affairs - ECAT COST CENTER NO: 340506

Kevin Pitts DATE: 4/14/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 595-3228 x249

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	51532	VAN HANDICAP	1FTNS24L22HA07181	FORD	2002	POOR
N	51533	VAN HANDICAP	1FTNS24L42HA07182	FORD	2002	POOR
N	51534	VAN HANDICAP	1FTNS24L62HA07183	FORD	2002	POOR
Y	51535	VAN HANDICAP	1FTNS24L82HA07184	FORD	2002	POOR

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

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

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

Computer is Ready for Disposition

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

TO: County Administration Date: 4-26-11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *Marilyn D. Wesley*  
 Bureau Chief (Print Name): Marilyn D. Wesley

RECOMMENDATION: Date: 5/2/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
*Charles R. Oliver*  
 Charles R. "Randy" Oliver,  
 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 Dept: Community Affairs - ECAT COST CENTER NO: 340506

Kevin Pitts DATE: 4/14/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 595-3228 x249

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51829	MOBILEVIEW DVR			2003	POOR
N	51845	MOBILEVIEW DVR			2003	POOR
N	51848	MOBILEVIEW DVR			2003	POOR
N	51849	MOBILEVIEW DVR			2003	POOR
N	51850	MOBILEVIEW DVR			2003	POOR
N	51851	MOBILEVIEW DVR			2003	POOR

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

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

Print Name

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

Computer is Ready for Disposition

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

TO: County Administration Date: 4-26-11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *Marilyn D. Wesley*

Bureau Chief (Print Name): Marilyn D. Wesley

RECOMMENDATION: Date: 5/2/11

TO: Board of County Commissioners  
 FROM: County Administration

*Charles R. Oliver*  
 Charles R. "Randy" Oliver,  
 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 Dept: Community Affairs - ECAT COST CENTER NO: 340506

Kevin Pitts DATE: 4/14/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 595-3228 x249

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51860	MOBILEVIEW DVR			2003	POOR
N	51861	MOBILEVIEW DVR			2003	POOR

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

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

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

Computer is Ready for Disposition

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

TO: County Administration Date: 4-26-11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *Marilyn D. Wesley*  
 Bureau Chief (Print Name): Marilyn D. Wesley

RECOMMENDATION: Date: 5/2/11  
 TO: Board of County Commissioners  
 FROM: County Administration *Charles R. Oliver*  
 Charles R. "Randy" Oliver,  
 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-729

County Administrator's Report Item #: 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/19/2011

Issue: CRA Meeting Minutes April 21, 2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning CRA Meeting Minutes April 21, 2011 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the April 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

**BACKGROUND:**

On April 21, 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**

April 21, 2011 CRA Minutes



**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**April 21, 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  
Commissioner Gene Valentino, District 2, Chair  
Commissioner Marie Young, District 3, Vice Chair,  
Commissioner, Grover Robinson, IV, District 4  
Commissioner Kevin White, District 5  
Charles R. "Randy" Oliver, CPA PE, County Administrator  
Alison Rogers, County Attorney

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

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

<b>Property Owner's Name</b>	<b>Property Address</b>	<b>Lien Amount</b>
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;

B. Accept, for filing with the Board's Minutes, the February 17, 2011, CRA meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant;

C. Approve 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, for the installation of sanitary sewer connection;

D. Approve 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, for the following improvements: paint the exterior building, install a new awning, resurface the parking lot, and improve the landscaping;

E. Approve 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, for parking lot improvements to include striping;

F. Approve 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, for the installation of a chain link fence and a privacy wood fence;

G. Approve 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, to replace the free standing sign;

H. Approve the Request for Disposition/Donation of Property Form to the Escambia County Sheriff's Office (ECSO), for property which is described and listed on the Request. The item is to be utilized by the ECSO as required in the Warrington Redevelopment Area corridors as a vehicle speed-calming device; and

I. Authorize the Chairman to sign the Funding and Lien Agreements, the Cancellation of Liens, and any related documents.

2. Motion was made by Commissioner White to move action A through I with the following two verbal amendments: item A, drop Commercial Façade, Landscape, and Infrastructure Grant Program Cancellation of Lien for Marcus Rimmer, for property located at 4800 North "W" Street in the amount of \$4,960; item C, correct the property's Redevelopment Area location and Cost Center (CC) for the Funding Agreement for property located at 1505 West Avery Street, Pensacola, FL, from the Englewood Redevelopment Area (CC 220520) to the Brownsville Redevelopment Area (CC 220515);

Commissioner Valentino seconded the motion.

3. Motion approved (3-0) with Commissioner Robinson and Commissioner Robertson absent.
4. The meeting adjourned at 8:47 a.m.



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

**AI-770**

**County Administrator's Report Item #: 11. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/19/2011

**Issue:** Property Access Agreement to Conduct Environmental Site Assessment

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Property Access Agreement to Conduct Environmental Site Assessment - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the Chairman's signature on the Property Site Access Agreement for the property located in the 3000 Block of Palafox, also known as the Iron Triangle. The Agreement will allow Escambia County to conduct environmental site assessment under the County's Brownfield Program.

**BACKGROUND:**

In 2010, as part of the Brownfield Redevelopment efforts, Escambia County was awarded \$400,000 by the U.S. Environmental Protection Agency to conduct environmental site assessments on designated Brownfield properties suspected of contamination. The County accepted a request from the owners of the Iron Triangle property to conduct site assessment in order to investigate possible site contamination and to help stimulate future redevelopment of the property. The Iron Triangle property has been targeted by the Brownfield Program as a property of concern due to the suspicion of possible contamination, its strategic location for economic redevelopment, and its thirty year history of vacancy which has contributed to blight within the Palafox corridor.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**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:**

This recommendation is consistent with the Board's policies and procedures

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Access Agreement Iron Triangle

## LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of April, 2011, by and between SCP, LLC, Sanmarbud, LLC, and Synovus Trust Company, N.A. as successor Trustee for Beverly S. Kaiman Irrevocable Trust Agreement dated 3/28/79 (collectively "Licensor", which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Licensee).

### WITNESSETH:

WHEREAS, Licensor owns certain real property in Escambia County, Florida, more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, Licensor has requested Escambia County to use its federal Brownfields assessment grant funding awarded under EPA Cooperative Agreement Number BF95460710 to conduct a Phase I Environmental Site Assessment (ESA) and a Phase II ESA in accordance with the Cooperative Agreement terms and conditions; and

WHEREAS, Licensee desires to access and conducted Phase I and Phase II ESAs on the property owned by the Licensor for the purposes of the assessment grant; and

WHEREAS, Licensor consents to grant to Licensee the right to access and use its property under the terms and conditions stated herein;

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

1. Property. Licensor grants to Licensee the right to access the Property for the purposes described herein, subject to all terms and conditions of this agreement.
2. Term. The term of this Agreement shall be for 1 year or completion of the Work (as defined below), whichever first occurs, unless extended by the parties in writing.
3. Use of the Property. Licensor hereby grants the Licensee and the Licensee's contractor, Cardno TBE ("Contractor"), on behalf of the Licensee, access to the Property for the completion of the work on the Property more particularly described on Exhibit B, attached hereto and incorporated by reference herein (the "Work"). In connection with conduct of the Work, Licensor hereby agrees that the Licensee may bring onto the Property such equipment as may be reasonably necessary to complete the Work as approved by Licensor from time to time. Personnel authorized to have access to the Property for the Work to be performed under this Agreement (collectively, the "Agents") shall include the Licensee, the Licensee's Contractor and Contractor's employees and Contractor's subconsultants. Licensee's access and use of the Property shall be conducted so as not to unduly interfere with Licensor's use of the Property.

4. Condition and Maintenance of the Property. Upon termination of this Agreement, Licensee shall return the Property to the same condition as existed immediately prior to the date of this Agreement unless Licensor agrees in writing to allow any constructed Monitoring Wells to remain in place for future groundwater monitoring. If Licensor has not agreed to allow Monitoring Wells to remain in place, then such wells shall be properly abandoned in accordance with applicable law at Licensee's sole cost and expense. The provisions of this section shall survive the termination of this Agreement.

5. Termination. This Agreement may be terminated by either party at any time for material breach of this Agreement, provided that the party seeking termination of the Agreement shall first give to the other written notice of the breach and thirty (30) days within which to remedy the same, provided the defaulting party may have additional time to complete cure, if reasonably necessary, provided the party has promptly commenced and diligently pursuing cure. The parties may mutually agree to terminate this Agreement prior to the expiration of the license term.

6. Notices. Notices to the parties to this Agreement will be addressed, mailed, or delivered to the following:

TO LICENSEE:

Escambia County, Florida  
221 Palafox Place  
Pensacola, Florida 32502  
Attention: Glenn Griffith  
Phone: 850-595-4900  
Email: [gcgriffi@co.escambia.fl.us](mailto:gcgriffi@co.escambia.fl.us)

TO LICENSEE'S CONTRACTOR OR DESIGNEE:

Cardno TBE  
2804 Remington Green Circle, Suite 4  
Tallahassee, Florida 32308  
Attention: Roger Register  
Phone: 850-385-8232  
Email: [Roger.Register@Cardnotbe.com](mailto:Roger.Register@Cardnotbe.com)

TO LICENSOR:

c/o Laurel Lockett  
Carlton Fields, PA  
4221 W. Boy Scout Blvd., Suite 1000  
Tampa, Florida 33607  
Phone: 813-229-4139  
Email: [llockett@carltonfields.com](mailto:llockett@carltonfields.com)

Notices shall be delivered in person or by U.S. mail certified, return receipt requested, Federal Express or similar national commercial delivery service. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by U.S. mail or overnight



delivery service will be deemed to have been delivered when received. Each party may change its address from time to time by written notice given to the other as specified above.

7. Compliance with Laws. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property. Licensee shall be solely responsible for the proper storage, transportation, treatment, or disposal of any wastes resulting from its activities at the Property. Licensee, or its designated agent, is authorized by Licensor to execute any legally required manifests or bills of lading with respect to any such wastes on behalf of Licensor and shall pay all costs associated with the storage, transportation, treatment and disposal of any such wastes. The Licensee shall promptly provide Licensor with copies of all manifests or other disposal records evidencing the proper disposal of such materials.

8. Cooperation/Data Delivery. The Licensee shall promptly copy Licensor on all sample chain of custody forms, data, summaries, reports, field notes/forms/logs, plans or other documents generated by or on behalf of the Licensee relating to site conditions, work performed or to be performed on the Property under the terms of this Agreement. Without limiting the generality of the foregoing, the Licensee shall provide Licensor for Licensor's prior review and comment: (a) drafts of any preliminary laboratory data generated from samples collected on the Property, and (b) a draft of any report to be given to the U.S. EPA or other regulatory agency relating to data generated on or from or pertaining to, the Property. Licensor shall provide its written comments on such materials within seven (7) business days of receipt. The Licensee shall incorporate any comments of Licensor in such reports, provided they are reasonably appropriate in the judgment of the Licensee's licensed Contractor. The Licensee and Licensee's Contractor shall ensure that Licensor is promptly copied on all correspondence (including email) between Licensee and its Contractor, and to and from the Licensee, U.S. EPA, or any other governmental agency, regarding the Plans, the Work, or otherwise with respect to the Property. In addition, the Licensee and its Contractor shall promptly provide Licensor with complete copies all reports or plans submitted to the U.S. EPA or any other agency having jurisdiction over the Work when such submittal includes information related to the Property or the Work.

9. Payment for the Work (Statutory Notice under Section 713.10, Flat Stat.). The Licensee covenants that all Work shall be performed at the sole cost and expense of the Licensee. Neither the Licensee nor Contractor nor their respective contractors or subcontractors shall make any charge against Licensor for the work performed on or about the Property pursuant to this Agreement. Licensor's interest in the Property shall not be subject to liens for improvements made by the Licensee, its Contractor, or any other contractors or subcontractors, and such parties shall have no power or authority to create any lien or permit any lien to attach to the Property for any cause or reason. The Licensee shall ensure that all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Contractor with respect to the Work, are charged with notice that such liens are expressly prohibited and that they must look solely to the Licensee or Contractor to secure payment for any work done or material furnished for improvements by or for any other purpose during the term of this agreement.

10. Conformity of Work with the Plans and Law. The Licensee shall cause all Work to be conducted in strict conformity with written plans therefore that include the specific locations and times of the work and that shall be approved in advance in writing by Licensor (the "Plans").

The Plans may not be amended without the prior written consent of Licensor which consent shall not be unreasonably withheld or delayed, but may be conditioned upon additional requirements as Licensor reasonably deems appropriate given the circumstances. Both parties acknowledge that Phase II ESAs activities may require decisions made in the field in the event of an emergency. In the event of an emergency Licensee and its Contractors may deviate from the Plans to the extent that is reasonably necessary to abate the emergency. Any such emergency requiring modification of the Plans shall be communicated immediately via email and telephone, with written follow-up as soon as possible, but in any case before the end of the day's field activities and documented. Such amended scope of Work or additional or modified Plan, shall, upon written approval of Licensor, be appended to Exhibit B. The Licensee shall comply with any and all applicable federal, state and local health, safety and environmental laws, rules or regulations or approvals governing the Work. The Licensee and its Contractor shall take all commercially reasonable safety precautions to protect all persons from injury arising out of the performance of the Work. Licensor or its designated representative may attend and observe the conduct of all Work hereunder including the collection of split samples. All Work on the Property shall be scheduled in consultation with Licensor.

11. Proof of Insurance. To the extent that the Licensee uses any Contractor to perform any Work hereunder, the Licensee shall require all Contractors performing the activities described in this Agreement, and their employees and agents, to maintain insurance with the following coverages:

- (a) Workmen's Compensation with statutory limits;
- (b) Automobile Liability with \$1,000,000.00 single limit or equivalent;
- (c) Comprehensive General Liability, including contractor liability covering Contractor's obligations set forth herein, with \$1,000,000.00 per occurrence; \$2,000,000 in the aggregate.
- (d) Employers Liability Insurance - One Million Dollars.
- (e) Excess Umbrella Coverage - Two Million Dollars per occurrence.
- (f) Professional Errors and Omissions - One Million Dollars per claim/One Million Dollars in the aggregate.
- (g) Contractor's Pollution Legal Liability in the amount of One Million Dollars per claim and Two Million Dollars in the aggregate.

Prior to commencing Work using Contractors, the Licensee shall deliver certificates of insurance from all Contractors naming Licensor as additional insured. Such certificate(s) shall require the insurer to give Licensor thirty (30) days' prior written notice of any cancellation of or adverse change to the required insurance.

12. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the access and use

of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

13. **Ownership of Property.** Licenser warrants that it is the owner of the Property and has the right to grant the permission to access and use the Property as contemplated in this Agreement.

14. **Special Provisions.**

(a) **Licenser Acknowledgement.** Licenser acknowledges and agrees that the Licensee/Consultant is undertaking the Work at no cost to the Licenser, for the Licenser's benefit, and to the Licenser's value.

(b) **Independent Contractor.** The parties acknowledge and agree that the Consultant is an independent contractor and that the Licensee's role relative to the Work performed hereunder shall be limited only to the receipt and disbursement of federal Brownfield Assessment Grants received from U.S. EPA to Consultant and to secure this site access agreement to enable the Work to occur.

(c) **Waiver/Release.** Licenser agrees not to bring any claims, demands, or suits against the Licensee alleging that the Licensee is an owner, operator, arranger, or otherwise is responsible or a liable party for existing contamination at the site as a result of this agreement or the Work performed hereunder.

(d) **Site Features and Conditions.** The parties acknowledge that Licenser was not the owner of operator of businesses that historically operated on the site, and Licenser has no documentation regarding potential subsurface conditions or utilities that may exist on the site.

(e) **Acknowledgement of Risk.** By execution hereof, the Licenser consents to the performance of the Work, recognizing that the Work may pose risk.

(f) **Claims Process.** The Licenser agrees to look first to the Consultant (and/or the Consultant's insurance coverage) for any claims it may have as a result of or arising out of the Work.

(g) **Sovereign Immunity.** Licenser acknowledges and agrees that nothing in this agreement shall be deemed to constitute a wavier waiver of the Licensee's sovereign immunity nor the limitations of liability or recovery contained in Section 768.28, Florida Statutes.

15. **Miscellaneous.**

(a) **Headings.** The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

(b) **Severability.** If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid

or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Construction/Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Agreement shall be in Escambia County.

(d) Effective Date. This Agreement shall have no effect unless approved by the Escambia County Board of County Commissioners (“BOCC”) at a duly noticed public meeting. The effective date of this Agreement shall be the last to occur of the signature by all parties and the approval of the BOCC.

(e) Authority. Each of the persons executing this Agreement warrant that they have the authority necessary to bind each of the parties to the terms and conditions described in this Agreement.

(f) No Admission of Liability. The execution of this License Agreement is not intended, nor should it be construed, as an admission of liability on the part of either party or their successors and assigns for any contamination discovered on the Property.

(g) No Homestead. Licensor warrants that the Property is not the homestead of the Licensor, as that term is defined by the Constitution and laws of the state of Florida.

(h) Waiver. No delay or omission by any of the parties hereto, or their successors and assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto, or their successors or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

(i) Binding Effect. This Agreement and each and all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, and no third party, other than such heirs, personal representatives, successors and assigns, shall be entitled to enforce any term, covenant, or condition of this Agreement or have any rights hereunder.

(j) No Assignment. The Licensee may not assign its rights or delegate its performance under this Agreement without Licensor’s prior written consent.

(k) Recording. This Agreement shall not be recorded.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument, any party or signatory hereto may execute this Agreement by signing any such counterpart. Delivery of a facsimile or electronic copy of an executed copy of this Agreement shall be effective to bind the executing

party. Each party so executing this Agreement shall promptly deliver an original executed counterpart to the other signatories.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above

LICENSEE:

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: *Kevin W. White*  
Kevin W. White, 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 *[Signature]*  
Title Asst. County Attorney  
Date April 20, 2011

Date Executed

4-21-2011

Date Ratified

\_\_\_\_\_

Witnesses:

By: *Smoke Keef*

By: *Laura W. Lamb*

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

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

WITNESS:

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

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

LICENSOR:

SYNOVUS TRUST COMPANY, N.A., as  
Trustee for Beverly Kaiman Irrevocable Trust  
Agreement dated 3/28/79

By: *Ryan Firth*  
Ryan Firth, Officer

Date: 3/17/11

SCP, LLC  
a Florida limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

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

SanMarBud, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Member

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

Witnesses:

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

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

By: Rosemary Lang

By: Cynthia Classan

WITNESS:

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

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

LICENSOR:

SYNOVUS TRUST COMPANY, N.A., as  
Trustee for Beverly Kaiman Irrevocable Trust  
Agreement dated 3/28/79

By: \_\_\_\_\_  
Ryan Firth, \_\_\_\_\_

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

SCP, LLC  
a Florida limited liability company

By: Elisabeth A. Baker  
Member, Manager

Date: 3/16/2011

SanMarBud, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Member

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

Witnesses:

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

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

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

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

WITNESS:

By: H. Lee Ross

By: Janie J. Ross

LICENSOR:

SYNOVUS TRUST COMPANY, N.A., as  
Trustee for Beverly Kaiman Irrevocable Trust  
Agreement dated 3/28/79

By: \_\_\_\_\_  
Ryan Firth, \_\_\_\_\_

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

SCP, LLC  
a Florida limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

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

SanMarBud, LLC

By: Sandra Tavlin  
Sandra Tavlin, Manager

Date: 3/28/11



**Exhibit A**  
**LEGAL DESCRIPTION**

**Parcel A:**

That portion of Fractional Section 6, Township 2 South, Range 30 West, described as follows: Commencing at the Southwest corner of said Fractional Section 6; and run thence East along the South line of said Section 400 feet to a point; run thence North 00°26' East 211-1/2 feet for point of beginning; proceeding thence North 00°26' East along the East line of the Gulf Power Company property 586-1/3 feet to a point; thence proceeding South 38°52' East along a line parallel to and 25 feet from the center line of the Frisco Railroad track 704.4 feet to a point; proceeding thence North 50°51' East 282.67 feet to the right-of-way of Palafox paved highway; proceeding thence South 38°57-1/2' East 50 feet along said right-of-way to a point; proceeding thence South 50°51' West in a line parallel to the line between Lots 9 and 10 of the plat of a portion of said Section recorded in Deed Book 33, at Page 252, of the Records of Escambia Licensee, Florida, said line being 20 feet Southeastward of said line between said Lots 9 and 10, a distance of 282.76 feet to a point 25 feet Southwestward from the center line of the Frisco Railroad track; thence proceeding West parallel to the South line of said Fractional Section 6 477-1/4 feet to the point of beginning, and excepting therefrom a strip of land 25 feet wide on each side of the center line of the said Frisco Railroad track, with the right and easement in grantee, its successors and assigns, of ingress and egress over, across and upon said strip; being the same property described in Deed from Alma M. Scott recorded in Deed Book 147, at Page 635, of the Records of Escambia Licensee, Florida.

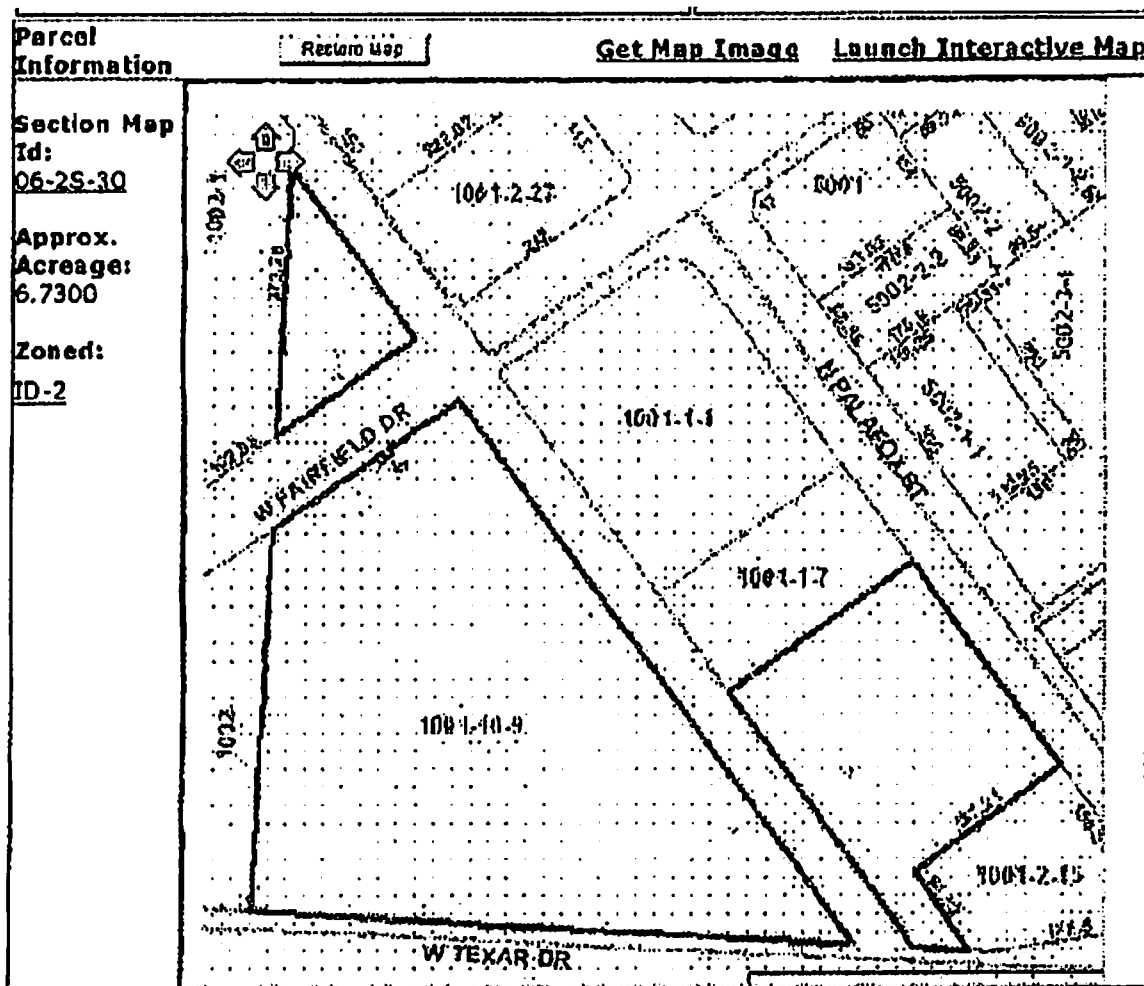
**Parcel B:**

Commence at the Southwest corner of Section 6, Township 2 South, Range 30 West; and run thence East along the South line of said Section 400 feet to the point of beginning of this description; thence run North 00°26' East 211-1/2 feet to a point which is the Southwest corner of that certain property deeded by Alma M. Scott to Ida Soclof and H. Soclof by Instrument dated September 20, 1937, and recorded in Deed Book 147, at Page 635; run thence East parallel to the South line of said Section, 477-1/4 feet to a point, said point being on the West right-of-way line of the Frisco Railroad; thence North 50°51' East, 282.75 feet to a point on the West right-of-way of the Palafox paved highway, said point being in the Northeastern end of Lot 10, according to a plat of said Section recorded in Deed Book 33, at Page 252, of the Records of Escambia Licensee, Florida; thence Southeasterly along said right-of-way of Palafox paved highway across Lots 10, 11, 12, 13, and 14 to the Eastern corner of Lot 14; thence Southwesterly with the Southeastern line of said Lot 14 to the South corner thereof; thence Southeasterly along the Southwestern line of Lots 15, 16 and 17 to the South line of said Section; thence West with the South line of said Section to the point of beginning of this description, and excepting therefrom a strip of land 25 feet wide on each side of the center line of the said Frisco Railroad track, with the right and easement in the grantee, its successors and assigns, of ingress and egress over, across, and upon said strip, and also the portion included in the public road along said South line of Section 6, being the same property described in Deed from Alma M. Scott recorded in Deed Book 158, at Page 334, of the Records of Escambia Licensee, Florida.

LESS AND EXCEPT the rights-of-way of Palafox Street, Texar Drive, and Fairfield Drive; and that part of Fractional Section 6, Township 2 South, Range 30 West, lying South of Fairfield Drive and North of Old Pottery Plant Road; lying within the following described boundaries:

Commence on the West line of Fractional Section 6, Township 2 South, Range 30 West at a point 133.29 feet North 01°46'40" East of the Southwest corner of said Section 6; thence run North 52°42'30" East 663.95 feet to a point; thence South 37°17'30" East 40.0 feet to a point on the South right-of-way line of Fairfield Drive, said point being the Point of Beginning; thence South 52°42'30" West 5.0 feet; thence South 37°17'30" East 7.0 feet; thence North 52°42'30" East 10.0 feet; thence North 37°17'30" West 7.0 feet; thence South 52°42'30" West 5.0 feet to the Point of Beginning; conveyed to the State of Florida by Deed recorded in Official Records Book 1215, at Page 796, of the Records of Escambia Licensee, Florida.

Also known as Parcel No: 062S301001010009, shown below:



**Exhibit B**

Phase I Environmental Site Assessment to be prepared by Cardno TBE in accordance with the requirements of ASTM 1527E-05. At the request of Licensor, the report shall be jointly addressed to Licensor.



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

**AI-752** County Administrator's Report Item #: 11. 6.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 05/19/2011  
**Issue:** ECTV Policies and Procedures Guide  
**From:** Kelly Cooke  
**Organization:** Public Information Office  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning ECTV Policies and Procedures Guide - Charles R. "Randy" Oliver, County Administrator

That the Board approve the Policies and Procedures Guide for the Escambia County Government Access Channel (ECTV), which will help ECTV meet its mission to serve the people of Escambia County, by providing quality television programming and services that are a conduit to distribute "the power of education and information", by making government more accessible and understandable to citizens and by encouraging more participation in government activities and programs, educating children and adults, and fostering citizen involvement in the community through time, talent or resources.

**BACKGROUND:**

The Escambia County Government Access Channel (ECTV) is a cable TV channel that provides non-commercial government and educational programming 24 hours per day, seven days per week to Cox Cable, Brighthouse and Mediacom (Pensacola Beach) subscribers in Escambia County, where available, as part of their digital cable service. The channel is supplied by Cox Cable, managed and operated by the Escambia County Board of County Commissioners.

The mission of ECTV is to serve the people of Escambia County by providing quality television programming and services that are a conduit to distribute "the power of education and information" by making government more accessible and understandable to citizens as to encourage more participation in government activities and programs, educating children and adults, and fostering citizen involvement in the community through time, talent or resources.

This policies and procedures guide will help ensure that ECTV is able to meet its mission.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal has reviewed and signed off on this policy.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

ECTV 2011 Policy

# **Board of County Commissioners**

## **Escambia County, Florida**

Title: ECTV Policies and Procedures Guide  
Date Adopted: February 19, 2009  
Effective Date: May, 19, 2011, as amended  
Reference:  
Policy Amended: May 19, 2011

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### A. **Overview**

#### 1. Description

- a. Escambia County Government Access Channel (ECTV) is a cable TV channel that provides non-commercial government and educational programming 24 hours per day, seven days per week to Cox Cable subscribers in Pensacola and parts of Escambia County, where available, as part of their digital cable service.
- b. The channel is supplied by Cox Cable, managed and operated by the Escambia County Board of County Commissioners (BCC). A program schedule is ~~also~~ available on the Internet at [www.myescambia.com](http://www.myescambia.com)

#### 2. Mission Statement

- a. The mission of ECTV is to serve the people of Pensacola and Escambia County by providing quality television programming and services that is a conduit to distribute ~~the~~ power of education and information” by these methods:
  - (1) Making government more accessible and understandable to citizens as to encourage more participation in government activities and programs.
  - (2) Educating children and adults.
  - (3) Fostering citizen involvement in their community through time, talent or resources.
- b. Some of the ways that ECTV will achieve its mission and benefit the community include:
  - (1) Coverage of government meetings and special events
  - (2) Broadcast time for pre-produced government and educational programs, public service announcements and skills development programming.
  - (3) Video bulletin board to display useful information to the community.
  - (4) Production of original, local interest programming such as talk shows, magazine programs and documentaries.
  - (5) Broadcast time for local election results.

- (6) Opportunities for local high school and college students to receive real world television experience.
- c. ECTV is not a public access channel; therefore channel resources and airtime are restricted to government and educational use only as indicated in this policy manual.

### 3. History

In order to utilize public rights of way for the installation of cable wiring, cable television operators must apply for and obtain a franchise from the governing authority. Pursuant to section 610 of the Florida Consumer Choice Act of 2007, communities may require a cable operator to set aside at least one channel for public, education, or government (—PEG) use as part of their negotiated franchise agreement.

In 2003 during discussions about the Cox Cable franchise agreement, Escambia County staff presented the idea to establish a television channel to serve as a key communication tool for Escambia County residents. Franchise negotiations and discussions continued until late 2007 when an agreement was reached.

Also in 2007, the Escambia County Commission approved the creation of a government access TV channel.

The channel launched on November 1, 2008, on channel 98 of the digital cable package.

Goals for the channel include:

- Broadcasts of the bi-monthly Escambia County Commission, Pensacola City Council and Escambia County School District meetings (LIVE and tape-delayed).
- Broadcasts of other meetings and workshops from the Commission, Council and School District
- Creation of the local county/city/school features that focus on county/city/school projects, community events, public safety, health, crime and prevention, etc.
- The development of special videos/programs for the purpose of government and public education.
- The expansion of the internship program to include students from Pensacola Junior College, Pensacola Christian College, University of West Florida and local high schools.
- The development and airing of videos and programming for other entities including: Escambia County Constitutional Officers and others.
- The growth of political education programs: Voter Education Videos, Legislative Session, etc.
- The expansion of equipment for editing stations, computers, cameras, software, audio, and set pieces.
- The growth of staffing:
  - Production coordinator (full-time)
  - Video assistant (full-time)
  - Internship funding
  - Freelance funding
  - Interlocal staffing agreements

#### 4. Organizational Structure and Responsibilities

- a. ECTV is supplied, managed and operated by the BCC. County policies, procedures and administrative regulations will be utilized for the operation of the channel, supervision of employees and subsequent services.
- b. Public Information Office: ECTV is a service of the Escambia County Office of Public Information and Communications. The Public Information Manager (PIO) provides management of all programming, productions, marketing, equipment, budget planning, expenditures, staffing and other aspects as they relate to the channel. The PIO will supervise the daily tasks of ECTV.

#### 5. Funding

The BCC and Cox Cable provided all the capital funding for this project. Equipment replacement and repair is part of the PIO budget.

### B. **Content**

#### 1. General Criteria

- a. Channel content for ECTV must meet at least one of these four guidelines:
  - (1) Government (Escambia County, Escambia County Constitutional Officers, City of Pensacola, Energy Services of Pensacola, Emerald Coast Utility Authority, Santa Rosa Island Authority, State of Florida, US Government and other governmental agencies).
  - (2) Education
    - a) The School District of Escambia County, State of Florida and Federal Departments of Education, including public and private schools.
    - b) An educational opportunity for high school and college video production students to learn media communication skills and receive real life television production experience. Educational opportunities that benefit other groups of students (middle school or college video production, theater production, journalism, music, writing, etc.) may also be considered.
  - (3) Library. Note ECTV is not a public access channel; therefore community information must be relevant to a government and/or education function (e.g., health, safety, economy, cultural, historical, recreation, etc.).
- b. Additional criteria that may be used in evaluating original and acquired program content includes:
  - (1) Citizen interest
  - (2) Production quality
  - (3) Public service/safety needs
  - (4) If ECTV must pay for broadcast rights



- (5) Timeliness of information
- (6) Compliance with program restrictions outlined in this document
- c. The process for determining programming, production requests or other channel services is as follows:
  - (1) The Public Information Manager will decide on programs and requests for the channel.
  - (2) Those groups or individuals who disagree with the Public Information Manager's decision must seek input from the County Administrator for a resolution.
  - (3) If the County Administrator is unable to meet the requests of the groups or individuals to their satisfaction, then the issue may be brought before the ECTV Committee during a meeting as a written request (e-mail).
  - (4) The decision of the ECTV Committee is final.

## 2. Modes of Broadcast

- a. Live: —“it happens” televised coverage of a public meeting or event.
- b. Tape Delayed: recorded replays of meetings or events so that a larger audience may view them.
- c. Original Programs: programs produced with ECTV resources: talk shows, public service announcements, special videos, news-magazine shows.
- d. Pre-produced Programs: programs created without ECTV resources (e.g., NASA, Department of Education, Florida State Legislature, Annenberg Channel, etc.).
- e. Video Bulletin Board: PowerPoint (text and graphical video) slides communicating government and educational information through automated system.

## 3. Appropriate Content

- a. Live, tape delayed and/or edited recaps of government meetings including policy making boards.
- b. Announcements of upcoming public meetings and their agendas.
- c. Emergency and public safety information such as hurricane shelter and school closing information.
- d. Informational talk shows, documentaries and news magazine programs that help citizens learn more about how local government functions and the variety of services it provides.
- e. Educational programs that teach local children and adults, plus staff development programs to increase the skills of County, City, School District and related staff.
- f. Non-instructional school programs such as sporting events, student concerts, theatrical performances, and scholastic competitions that help publicize the accomplishments of Escambia youth.

- g. Elections results coverage that is non-biased, nonpartisan and neutral in nature.
- h. Coverage of Pensacola and Escambia County special events.
- i. Video Bulletin Board: PowerPoint (graphics and text) and/or audio information providing information relating to the entities listed in section B1a. Other community information may be included if it has government or educational relevance.
- j. Public Service Announcements (PSAs) communicating government events and services and promoting positive citizen involvement and activity.
- l. ECTV promotional and channel identification announcements.
- m. Content acquired from another source and not created by ECTV resources will be similar in nature to the above and must adhere to the policies in this document.
- n. The following disclaimer will air after all County or City meetings aired on ECTV:

*The opinions expressed by any member of the public during any period of public comment do not necessarily reflect the views or opinions of the Board of County Commissioners, ECTV or program sponsor and are solely those of the presenter. The Board of County Commissioners, ECTV and program sponsor hereby expressly disclaim any and all responsibility for liability for any defamatory or slanderous statements expressed by any member of the public during any such period.*

#### 4. Inappropriate Content

- a. ECTV is not a public access channel, therefore programming that does not have a connection to government or education objectives will not be allowed.
- b. Programming that does not adhere to FCC guidelines for television programming.
- c. Programming that does not include all necessary copyright clearances.
- d. Advertising of a commercial (for profit) service or product. Advertising for the purposes of these policies, is defined as a program, video or bulletin board slide that blatantly sells a product or service featuring prices, discount or special offers. The following are permitted:
  - (1) Promotions of services/programs offered by the entities defined in section B1a (without pricing, discount, special offers).
  - (2) Sponsorship acknowledgements at the beginning and end of a program using business logos and business names.
- e. Endorsements of political issues or proposed ballot items (sample ballots and ballot listings are permitted). This does not apply to programs produced by the entities defined in section B1a that inform citizens about Escambia County legislative efforts or priorities.
- f. Information concerning any lottery, gift enterprise or similar promotion offering prizes based in whole or part upon risk or chance.
- g. Direct solicitation of funds.
- h. Material that would violate any federal, state, county or city ordinance, statute or law.

- i. Material that promotes religious beliefs or religious philosophies.
- j. Obscene, indecent or defamatory materials as defined by county or city ordinance or local community standards.
- k. Programming that depicts people in a manner that discriminates or fosters discrimination on the basis of race, color, religion, national origin, family status, age, disability, sexual orientation, veteran status or any other status or condition protected by applicable state or federal laws.
- l. Any other material inappropriate to the mandate, mission, goals and priorities of ECTV as determined by the Board of County Commissioners.

ECTV reserves the right to edit programs submitted for broadcast and/or to display disclaimers which shall be communicated in writing to the applicant prior to broadcast. ECTV also reserves the right to edit re-broadcasts of live events for subject or editorial comment.

#### 5. Political Content

- a. ECTV will not broadcast political programming or campaigning by or on behalf of any candidate for public office. Use of ECTV by elected officials seeking re-election and candidates seeking election is prohibited for a period of 90 calendar days prior to the election date, except in balanced, nonpartisan open forum programming formats or regularly scheduled government meetings. Special voter education programs through one of the entities defined in section B1a are exempt.
- b. Current elected officials who have qualified for election/re-election to any elective office will be shown only in the performance of their official duties: conducting official business at meetings or incidental appearances in other programming.

#### 6. Priorities

- a. The following programming priorities determine how content will be broadcast and assigned ECTV production resources:
  - (1) Emergency/Public Safety content concerning government and educational information that must be urgently communicated to the residents of Pensacola and Escambia County. This includes: natural disasters (hurricanes, tornadoes), road closures, massive power outages, unexpected school closings, major event cancellations.
  - (2) Approved government and/or educational programming from the entities defined in section B1a (see examples under —Appropriate Content”). A video request form must be submitted.
  - (3) Approved community programming and any other content from entities other than those defined in section B1a that fall within the guidelines of this document. A video request form must be submitted.
- b. The priorities will be determined by the Public Information Manager or designee, or the County Administrator based on:
  - (1) Current workload of existing projects

- (2) Available resources, equipment, staffing
- (3) Submittal date of video request form
- (4) Timeliness of due date for project request
- (5) Size, scope and nature of the proposed project

## C. Procedures

### 1. Video Program Submissions

Eligible applicants may complete an ECTV Program Submission request to the ECTV office. Programs must conform to format specifications. Applicants will be subject to an administrative fee for initial screening and editing at a rate of \$20.00 per hour. If programs meet established criteria they can be assigned airtime according to priority, subject matter and topical nature as contained herein. For requests, contact ECTV at the Public Information Office, P.O. Box 1591, Pensacola, FL 32591, by phone: 850-595-3476, or email [sonya\\_daniel@co.escambia.fl.us](mailto:sonya_daniel@co.escambia.fl.us). In case of an appearance by an elected official other than public commission/council meetings, the PIO manager and/or assistant PIO manager shall determine that the official is participating in accordance with the criteria as set forth herein. If it is determined that the official is not in conformance with the established criteria, the program may be edited. If the program originator refuses to edit the program, the program may not be aired. Other programming may also be subject to editing as required to meet established criteria.

### 2. Technical Standards for Program Submittal

- a. Programs from five to thirty minutes are preferred; however, programs of any length are accepted subject to availability of time. DVD/Videotapes should be labeled with program title, episode (if applicable) and length. A contact name and phone number should also be included on the label. Additionally, a program submittal form (Appendix A) should also be submitted with each DVD/Videotape.
- b. All DVD/video-tapes submitted for broadcast from an outside source will be subject to an initial screen fee at a rate of \$20.00 per hour as referenced in section C1 and previewed by ECTV for the following technical criteria:
  - (1) Technical quality
  - (2) Relevance of subject matter of content
  - (3) Relevance and appeal
  - (4) Absence of advocacy
  - (5) Absence of defamatory material
- c. Programming shall be submitted on DVD/DV Cam/DV cassette/MiniDV. Videotapes shall have at least thirty (30) seconds of color bars and tone at the head of the program and at least ten (10) seconds of black at the breaks and end of the program. Video programs must be FCC compliant.

### 3. Original Programming

- a. A video request form (Appendix B) must be submitted to request the creation of an original program/video or for the use of ECTV resources (facilities, equipment). The form must be received by ECTV no later than 30 business days prior to the anticipated start of production, date of the event, or the date for the requested resources. Approval of requests submitted inside of 30 business days is at the discretion of the Public Information Manager.
- b. Entities defined in section B1a: All requests must be submitted by the agency representative or staff designee.
- c. Non-Entity Requests: All requests must be submitted with written support by one of the ECTV entities (Escambia County, City of Pensacola Escambia County School District, ECUA and others defined in section B1a). The non-partner requests must:
  - (1) Further the mission of ECTV as defined herein.
  - (2) Be accomplished without compromising the ECTV production schedules.
  - (3) Meet the guidelines stipulated in Section B3 Appropriate Content, and may not be in conflict with the guidelines stipulated in Sections B4 Inappropriate Content and B5 Political Content.
- d. Implementation of video request form: The submittal of a Video Production Request form does not guarantee approval of the applicant's request. Coordination of the request form will adhere to the following process:
  - (1) ECTV staff will contact the applicant to confirm receipt of request form.
  - (2) Pre-production: ECTV staff will evaluate request and will schedule a pre-production meeting with the applicant if staff deems it appropriate.
    - a) The applicant will communicate the vision, goals and expectations of the project.
    - b) In response, ECTV staff will communicate the assistance required from the applicant, if any, prior to proceeding forward with the project such as:
      - 1) Written approval of shot locations.
      - 2) Funding of materials or equipment outside the scope of ECTV's operating budget.
      - 3) Pre-production tasks of script writing, graphics/video, talent scheduling and resource allocation.
  - (3) Production: ECTV will communicate with the applicant throughout the process with regular updates. Additional requests of the applicant or changes to the project will be submitted in writing to ECTV staff

- (4) Post-Production: The Public Information Manager will review all original productions prior to submittal to applicant. The applicant will have two proofing stages to note specific changes to the project on the request form. Upon signing the Project Completed section of the form, no additional changes will be made by ECTV under the original request form. The applicant must re-submit a new request form for those changes.
- e. Request Form Guidelines:
- (1) ECTV staff will use the request form to document meetings, changes and final approval.
  - (2) Changes by the applicant once the production or post-production phases have begun may require delays in the requested completion date. This includes revisions to scripting/video elements, rescheduled meetings or rescheduled production dates.
  - (3) Request forms that include only the use of equipment (camera) or facilities (studio, edit stations) will be coordinated by the ECTV staff based on project needs. Inappropriate use or storage of facilities/equipment may result in future unapproved requests from the applicant by ECTV staff.
  - (4) Completed original videos and all work footage shall be the sole property of Escambia County. Video shall be retained as follows:
    - a) Final edited programs: Archived into ECTV library
    - b) Un-edited work footage (field production, studio shoots): a period of one month beyond the completion date of the project determined by approval of Project Completed section on request form.
    - c) An exception to this policy is recordings of Escambia County public meetings, which shall be maintained by the Clerk's Office. It will be the responsibility of the applicants, who have their public meetings recorded by ECTV, to fulfill state or local regulations regarding public records retention.
    - d) A DVD copy of all Escambia County public meetings recorded by ECTV will be provided to the Clerk's Office no later than noon of the following business day.

#### 4. Use of Production Facilities and Equipment

##### a. Production Services

ECTV may provide video/public relations assistance at a fee for all entities listed in section B1a, except those under the direction of the Board of County Commissioners. These costs will include full compensation for staff, rental fees for equipment and miscellaneous fees to cover other costs associated with production.

Subject to availability, production services may be made available to BCC members and all departments under the direction thereof at no cost. BCC members, departments and divisions thereof must submit a written request for production services at least 30 days before the requested completion date and priority will be given to time sensitive requests. Each BCC member may be allowed up to one hour of production services (filming/video) per month.

b. Equipment Rental

Use of ECTV equipment may be made available upon written request and only upon approval by the operations manager. Use of ECTV equipment must be under the direction supervision of the PIO manager and/or ECTV staff. An hourly rate will apply, and all equipment must be signed-out by the requesting party.

c. Studio Facility Rental

Upon approval of the operations manager, a studio facility rental rate of \$6 80.00 per hour will apply to any outside organization wishing to use ECTV studios. This rate applies to studio space only and does not include lighting, cameras, or any other electronic device as part of the studio facility. Any additional equipment used will require additional charges imposed by the County through the discretion of the operations manager. Use of ECTV studio facilities must be under the direction supervision of the PIO Manager and/or ECTV staff.

5. Program Scheduling

- a. The Public Information Manager will be responsible for coordinating and scheduling appropriate programs and segments on the channel and for publicizing the schedule. The monthly program schedule is subject to change by the Public Information Manager.

Once publicized, the schedule will not be modified except in emergencies affecting the health or safety of local residents, or at the discretion of the County Administrator. Programming will be scheduled (frequency of broadcast times, high viewership times) for broadcasting according to the following order of priority:

- (1) Emergency programs, segments or announcements.
- (2) Live programs such as public meetings, town hall discussions, and interactive shows that by their very nature require a live broadcast in order to provide timely information and best serve viewers.
- (3) Original programs produced by ECTV staff.
- (4) One-time special or non-regular programs.
- (5) Regularly scheduled pre-produced programs such as meetings, educational programs, talk shows, magazine programs, training programs, special event coverage and public service announcements.
- (6) Video bulletin board, providing text and graphic information about government and educational services and programs

- b. All content on ECTV is subject to repeat broadcasts, so that the maximum number of viewers has the opportunity to see a program. ECTV does not have the capability to provide time-delayed live programming, and ECTV reserves the right to edit re-broadcasts of live events for subject or editorial comment.

- c. Program schedules will be publicized on the channel, channel website, printed flyers/inserts and advertising as available in the operating budget. Additional opportunities to publicize the program schedule such as in bill inserts, cooperative advertising,

community events, etc., will be considered on a case-by-case basis by the Public Information Manager.

- d. Program Logs – a daily log will be maintained documenting all programming broadcast during each twenty-four hour period. Log information will include program title, airtime and length of program.

## 6. Video Bulletin Board

- a. Any of the ECTV partner agencies and the divisions they represent may utilize the video bulletin board to communicate services, events, employment opportunities and other public service announcements. Representatives of the agencies or their staff designee are to create and submit their slides in PowerPoint along with the Video Bulletin Board Form (Appendix C) to ECTV for approval and insertion into the automated system. Agencies should notify ECTV staff by phone or e-mail of awaiting slides.
- b. Non-partners and community groups may also utilize this service if the information they wish to communicate has a connection to government or education. All bulletin board messages should be consistent with the policies in this document. Community groups can submit their request to:
  - (1) A partner agency for creation or submittal on their behalf, or
  - (2) The Public Information Manager for creation and placement into the system with written support by one the ECTV entities. Receipt of a message does not guarantee its appearance on the channel.
- c. Video Bulletin Board requirements include:
  - (1) Messages for the video bulletin board must be received at least ten (10) business days prior to the desired broadcast date.
  - (2) Messages without the appropriate notice must be approved as a justified emergency by the Public Information Manager, and will be scheduled as time permits.
  - (3) Messages may be edited for brevity and clarity
  - (4) Home phone numbers and other personal information about an individual may not be included without their written permission.
  - (5) Submittals may be sent via e-mail, compact disc or flash drive and must include the Video Bulletin Board Form (Appendix C), which includes:
    - a) General description of the item with a 35 word maximum. (Who, what, when, where, contact).
    - b) Slides should be no more than 6 lines of text per slide and no more than 6 words per line.
    - c) The name, phone number and e-mail address of a contact person.
    - d) The date the message should begin airing.



- e) The date the message should stop airing.
  - f) Special elements (e.g., photos, logos, artwork, etc.).
- d. All messages submitted in a group series should be packaged in groups of a minimum of 3 slides.

## 7. Dubbing Procedures

- a. Procedures: The public is encouraged to videotape ECTV programs at home. Re—editing, selling or using ECTV programming in a way other than what it was intended for is prohibited by copyright laws. The following fees may apply to dub requests: DVD format: \$10.00 An additional \$5.00 fee will be assessed for each DVD shipped upon the request of the applicant. Payment must be made in the form of cash or check (payable to Escambia County Board of County Commissioners) prior to receiving the DVD to: Escambia County Office of Public Information, P.O. Box 1591, Pensacola, FL 32591. ECTV will provide a free dub to entities defined in section B1a or government/media organizations who submit a video request form.
- b. To order a dub, fill out the video request form (Appendix D) available from ECTV staff, on the ECTV website or at the Escambia County Office of Public Information (located on the 4<sup>th</sup> floor of the Escambia County Governmental Complex at 221 Palafox Place, Pensacola). The applicant must allow five business days from receipt of request for order fulfillment. DVDs may be picked up at the Public Information Office when completed.
- c. Public Meetings
  - (1) Escambia County Commission: Meetings may be viewed at no charge in one of the following manners at the Public Information Office:
    - a) View a DVD of a meeting. A copy of the meeting will be available no later than noon the following business day.
    - b) Supply a blank DVD to record a meeting using the self-service video duplication station.
- d. Original Programming: The same guidelines apply as are stated in C4a.
- e. Pre-Produced Programming: Any —third-party” programs supplied to ECTV or programs downloaded from satellite cannot be dubbed due to copyright law.
- f. Other Videos: Videos and other projects (animation, PowerPoint presentations) will be handled on a case-by-case basis.
  - (1) Requests for dubs of personal videos for staff, elected officials or the public cannot be fulfilled.
  - (2) Requests to make work-related dubs (i.e. training videos) for staff members or departments of one of the partners must be accompanied by a letter from the copyright owner of the video giving permission to duplicate it.
  - (3) Dub requests from any of the ECTV entities will take priority over all other dub requests.

## 8. Endorsements and Underwriting

ECTV shall not be used to endorse any issue, company or product, with the following exceptions:

- a. Underwriting contributions – Individuals or organizations that provide contributions to the County or an agency thereof that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code to support government access programming may be identified by name and, if a business or organization, display its business or organization logo and tagline consistent with Section 399B of the Federal Communications Act of 1934, as amended, and FCC regulation (47 C.F.R. §73.503(d) and policies and guidelines governing noncommercial, educational broadcast services with respect to underwriting announcements.

Underwriting disclosures – the names, addresses and phone numbers of individuals and/or organizations providing funding for production of programming must be disclosed to the Public Information Office and the same noted on the production proposal.

Underwriting credits – credit may appear at the beginning and/or end of the program identifying the underwriter. The display should be no longer than 10 seconds and the word “sponsor” cannot be used. The credit may include the words “This program made possible in part by \_\_\_\_\_” followed by the underwriter’s name or logo. Such underwriting announcements or acknowledgements shall be for identification purposes only and shall not be to promote the contributor’s products, services or company. Such announcements may not contain comparative or qualitative descriptions, price information, calls to action or inducements to buy, sell, rent or lease.

Underwriting payments – all underwriting contribution funds shall be submitted to and paid to Escambia County Board of County Commissioners with receipts provided for same.

- b. Public forums on ballot issues where all sides have equal opportunity to speak.

## D. **Internship**

### 1. Unpaid Interns

- a. Description: Volunteers and students with an interest in video production, digital media, journalism or theatrical arts who are attending an Escambia County high school, college, university or trade school have the opportunity to gain real world television production experience at ECTV as an unpaid volunteer. Students must have reliable transportation and commit to volunteering a minimum of five hours per week for one semester. Students will work under the direction of the Public Information Manager and staff.
- b. Requirements: To remain in good standing, students must:
  - (1) Arrive on time for meetings, shoots and other assignments.
  - (2) Meet project deadlines
  - (3) Demonstrate proficiency in the video production tools and equipment used at ECTV.
  - (4) Perform quality work to the standards of the Public Information Manager.

- (5) Make a positive creative contribution to the channel.
  - (6) Adhere to Escambia County policies and procedures, including dress code and cell phone policies.
- c. Evaluation: At the end of each internship semester the Public Information Manager will evaluate the performance of the intern. The student will be provided with a written evaluation that will:
- (1) Summarize the projects and duties performed.
  - (2) Provide specific examples of accomplishments.
  - (3) Identify performance/knowledge areas to be enhanced.
- d. High school students volunteering at ECTV may be eligible to receive credit through three school district programs: On the Job Training (OTJT), Community Service and the Executive Internship Program. College students may also be eligible to receive school credit through programs at their institution.

## 2. Auxiliary Staff

Description: ECTV may hire experienced professionals on a per-project basis at the discretion of the Public Information Manager. Compensation will be based on the individual's rate of pay, with no overtime, benefits or cost of living (COLA) increase. The rate of pay will be classified as Contract/Professional Services. The individual is considered an independent contractor, who shall take direction from the Public Information Manager. Auxiliary staff is not required to adhere to Escambia County policies and procedures since they might be required to work off site and use their own equipment.

## E. Miscellaneous

### 1. Viewer Comment and Complaints

ECTV may, under the direction of the PIO manager or assistant PIO manager, distribute viewer comment forms to monitor viewer satisfaction with programming on ECTV. ECTV may also develop and distribute annual surveys and questionnaires to determine viewer ship statistics and input through local cable providers.

### 2. Errors and Omissions

- a. Eligible entries shall represent and warrant to the County that they have all necessary copyright, trademark, service mark and likeness permissions and authorizations for ECTV to broadcast submitted programming consistent with these guidelines and that such information or programming is not libelous, slanderous or defamatory and is otherwise consistent with these guidelines.
- b. Such eligible entries shall indemnify and defend the County against damages and loss, including attorney's fees, for any claims arising out of such representations and warranties. Such indemnification shall also extend to the cable operator to the extent it is not exempt from liability under the Cable Act or other applicable law. A copy of the certificate of copyright authorization is to be attached as part of the production proposal.

- c. The County may obtain appropriate broadcaster's liability insurance, in which case it may name such eligible entities as additional insured and assess such entities, pro-rata, the premium amount of any such insurance.
- d. Alternatively, any such eligible entity that has or obtains such insurance shall name the County as an additional insured with respect to governmental access programming broadcast pursuant to these guidelines.

3. Amendment and Repeal

The Escambia County Board of County Commissioners reserves the right to amend or repeal the guidelines set forth herein.

Appendix A

**Program Submittal Request Form**

For more information contact: Sonya Daniel, Public Information Manager, Escambia County, P.O. Box 1591, Pensacola, FL 32591, phone: 850-595-3476, [sonya\\_daniel@co.escambia.fl.us](mailto:sonya_daniel@co.escambia.fl.us)

**Contact Information**

Name: \_\_\_\_\_

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

Date Submitted            \_\_\_/\_\_\_/\_\_\_                      Requested Begin Air Date    \_\_\_/\_\_\_/\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number:        \_\_\_\_\_                      Cell:                      \_\_\_\_\_

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

Brief Description: \_\_\_\_\_

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

\_\_\_\_\_ Additional information provided by attachments.

**I understand this in only a request and does not guarantee acceptance of my program. I understand that ECTV has final authorization on any aspect of the request.**

Name: \_\_\_\_\_                      Signature: \_\_\_\_\_                      Date: \_\_\_/\_\_\_/\_\_\_

(INTERNAL USE ONLY)

ECTV Notes/Comments: \_\_\_\_\_

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

Appendix B

**Programming Request Form**

For more information contact: Sonya Daniel, Public Information Manager, Escambia County, P.O. Box 1591, Pensacola, FL 32591, phone: 850-595-3476, [sonya\\_daniel@co.escambia.fl.us](mailto:sonya_daniel@co.escambia.fl.us)

**Contact Information**

Name: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Date Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_ Requested Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Organization: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Type of Service                       Video Production                       Video Services  
    Video Dubbing                                       Video Equipment  
    Bulletin Board                                       Other

Brief Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Additional information provided by attachments.

**I understand this in only an application, and does not guarantee acceptance of the request. I agree any changes in the application or to the elements of the production could delay the completion of the project by the original requested date and ECTV has final authorization on any aspect of the request. I agree to repair or replace (at the discretion of ECTV) any equipment damaged through the use of the applicant. No post-production editing will begin until all elements (scripting, graphics, titles, etc.) are provided by the applicant.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
\_\_\_\_\_

**Request Completed**

\_\_\_\_\_ Yes, I agree that the project was completed to my satisfaction. I understand additional requests from this point forward pertaining to the original application may delay the original completion date and it is at the discretion of ECTV staff to reschedule a new completion date.

\_\_\_\_\_ No, the request was not completed to my satisfaction.

Applicant comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(INTERNAL USE ONLY)

ECTV Notes/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied



2. Video Services Section

A/V

Document event/meeting

---

---

3. Video Dubbing Section

Format type

# of copies

Due by

Pick-up date/time

---

---

---

---

4. Video Equipment Section

Camera

Types

Mics

# of tapes

# of batteries

Lights

Other

---

---

---

---

---

---

---

---

5. Bulletin Board Section

Name of message

Copy submitted

Start date

End date

---

---

---

---

Staff comments:

---

---

---

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Appendix C

**Video Bulletin Board Form**

For more information contact: Sonya Daniel, Public Information Manager, Escambia County, P.O. Box 1591, Pensacola, FL 32591, phone: 850-595-3476, [sonya\\_daniel@co.escambia.fl.us](mailto:sonya_daniel@co.escambia.fl.us)

**Contact Information**

Name: \_\_\_\_\_

*Project Title:* \_\_\_\_\_

Date Submitted      \_\_\_\_/\_\_\_\_/\_\_\_\_      Requested Begin Air Date      \_\_\_\_/\_\_\_\_/\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number:      \_\_\_\_\_      Cell:      \_\_\_\_\_

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

Brief Description: \_\_\_\_\_

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

\_\_\_\_\_ Special Elements Provided

Are slides no more than 6 lines of text per slide and no more than 6 words per line?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No

**I understand this in only a request and does not guarantee acceptance of my program. I understand that ECTV has final authorization on any aspect of the request.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(INTERNAL USE ONLY)

ECTV Notes/Comments: \_\_\_\_\_

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

Appendix D

**Video Request Form**

For more information contact: Sonya Daniel, Public Information Manager, Escambia County, P.O. Box 1591,  
Pensacola, FL 32591, phone: 850-595-3476, [sonya\\_daniel@co.escambia.fl.us](mailto:sonya_daniel@co.escambia.fl.us)

**Contact Information**

Name: \_\_\_\_\_

*Program/Meeting Title:* \_\_\_\_\_

Date Submitted      \_\_\_\_/\_\_\_\_/\_\_\_\_      Requested Begin Air Date      \_\_\_\_/\_\_\_\_/\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number:      \_\_\_\_\_      Cell:      \_\_\_\_\_

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

Format type      \_\_\_\_\_

# of copies      \_\_\_\_\_

Mail or Pick up \_\_\_\_\_

Name: \_\_\_\_\_      Signature: \_\_\_\_\_      Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(INTERNAL USE ONLY)

ECTV Notes/Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Cost \_\_\_\_\_

Payment Received \_\_\_\_\_

Appendix E

**Fee Schedule**

Section	Description	Rate
C1	Administrative fee for initial screening and editing	\$20.00 per hour
C4	Studio facility rental	\$80 per hour
C7	Dub requests	\$10.00 per hour DVD \$5.00 shipping



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

AI-788

County Administrator's Report Item #: 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/19/2011

Issue: Office of Public Information and Communications Communications Policy

From: Kelly Cooke

Organization: Public Information Office

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Office of Public Information and Communications Communications Policy - Charles R "Randy" Oliver, County Administrator

That the Board approve the Office of Public Information and Communications Communications Policy.

**BACKGROUND:**

The mission of the Escambia County Office of Public Information and Communications is to promote and enhance Escambia County government through consistent, professional imagery via media relations, publications, television (ECTV) and internet.

This communications policy will provide the office with the tools needed to meet its overall mission and objectives.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Once approved, the policy will be provided to all departments.

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**Attachments**

PIO Communications Policy



# **Board of County Commissioners**

## **Escambia County, Florida**

Title: Office of Public Information and Communications  
Communications Policy

Date Adopted: May 19, 2011

Effective Date: May 20, 2011

Reference:

Policy Amended:

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### **Mission Statement**

To promote and enhance Escambia County government through consistent, professional imagery via media relations, publications, television (ECTV) and internet:

- A. Information on local government services;
- B. General information to the public about Escambia County meetings and County sponsored/management events;
- C. Emergency and public safety information; and,
- D. Live and taped coverage of government meetings, events and activities.

### **Roles of the Public Information Office**

- A. External Communications
  - 1. All news releases are to be distributed through the Public Information Office. The PIO will only write and distribute releases for events and happenings that are sponsored/managed/produced by the board of county commissioners and/or county departments. Exceptions can be made in the event of a declared emergency or at the county administrator's discretion.
  - 2. News releases for events, meetings or workshops should be sent to the PIO two (2) to three (3) weeks prior to the event. Each department is responsible for letting the PIO know when there is a newsworthy event happening. If a news release is not given to the PIO at least two (2) weeks prior to the event, the PIO is not obligated to write and distribute the information. This does not include breaking news or emergency information.
  - 3. Department heads, public safety/incident command staff and public information staff can take media questions regarding general information related to their job, department or county program. Anyone else must have approval from the department head and/or county administrator before talking to the media. Questions about issues other than general information should be directed to the PIO. Media calls should be returned as soon as possible. Knowing the reporter's deadline will help with the collection information.
  - 4. The county administrator and/or PIO must be notified when staff has spoken with or provided information to the media, either in person, by telephone or e-mail.

5. The PIO will work with the county administrator, commissioners and county department directors to set up news conferences. In general, while news conferences are useful, most members of the media prefer one-on-one interviews rather than a large news conference.
6. The Public Information Manager and a back-up are on-call 24/7 to respond to emergencies as they arise. Cell numbers are available to county staff and we can be reached through dispatch (9-1-1 communications center).
7. The PIO serves as the lead public information officer for activations of the Emergency Operations Center. Staffing will be set as needed to manage the situation including 24-hour shifts if necessary. With an EOC activation a Joint Information Center is established and all information is channeled through the county PIO before release to the media.
8. PIO will coordinate and be responsible for all media requests during an activation.
9. For ribbon cuttings, building dedications and/or groundbreaking, department directors must coordinate the event with the PIO, county administration, and with commissioner's office. The PIO will assist with invitations, program, news releases and news coverage once the date has been scheduled. They will also assist with the set-up and clean-up on the day of the event.
10. The PIO will assist county departments and divisions with publicity and promotions for Escambia County events and activities including news releases, video, still photography and design of advertising/marqueses. PIO is unable to provide these services to entities other than county departments, divisions or other governmental entities.
11. Letters, blogs (online columns) and guest columns shall not be submitted to the media as an official county statement, unless it is reviewed by the PIO and approved by the county administrator. County employees may write letters, blogs and columns stating their personal opinion on issues, as long as it does not reflect an official statement from Escambia County.
12. Without exception, all county employees will comply with the Florida's public records statutes. County administration oversees all requests from the public through a software system, i.e. Web QA. PIO will handle public records requests from the media. The County Attorney's Office is available to handle any questions regarding public records
13. Escambia County has an official logo/seal and complements it with a branding image. There is also a set palette of colors to complement the use of these elements in printed and electronic productions:



14. The official logo for Escambia County is maintained by the PIO. County departments, divisions and offices are not authorized to alter or use a different logo for county promotions without prior approval from the county administrator or designee. Digital copies of the county logo can be obtained from the PIO.

15. All printed materials including, but not limited to, brochures, posters, flyers and signs, must include the county logo.
16. All printed materials including, but not limited to, brochures, posters, flyers and signs, must include the county logo.

**B. Internal Communications**

1. Blast e-mails to all county employees can be done by Information Technology, County Administration or the PIO. Only mass e-mails that relate to county government will be sent to county employees.
2. The employee newsletter, InFocus, is a monthly electronic publication produced for county employees. Each department has a representative to provide information about operations, accomplishments and personnel achievements.
3. Each year a special edition is produced focusing on Graduation milestones for employees and their families. This issue is produced during the June/July time frame.
4. The PIO will handle promotions for internal employee communications and activities, i.e. the employee survey and/or employee health clinic, utilizing a variety of ways to reach the employees across the county.

**C. Website**

1. Escambia County web pages for departments and/or divisions must be located on the county's official website ([www.myescambia.com](http://www.myescambia.com)) or on one of the county owned domains (i.e. [www.bereadyescambia.com](http://www.bereadyescambia.com), [www.escambiaemergency.com](http://www.escambiaemergency.com), [www.escambiadisasterresponse.com](http://www.escambiadisasterresponse.com) and [www.escambiarecycles.com](http://www.escambiarecycles.com)) and coordinated through the PIO and IT.
2. Information posted on county's website must relate to programs and/or events managed or primarily sponsored by the BCC or county departments, divisions and offices.
3. All county departments, divisions and offices have designated a staff person responsible for regularly updating the content on their department web pages and ensuring the accuracy of all posted information. Information on the website is considered a public document.
4. Departments, divisions and offices are encouraged to utilize the County website to provide convenient public access to current information, forms and procedures.
5. The request to add an external link to the county website will be coordinated through the PIO and/or IT. Primary consideration will be given to government agencies or committees under the BCC or the Escambia County Constitutional Officer. All link requestors will be notified as to the direction of their request.
6. Escambia County's website provides links to the federal, state and local governmental agencies and educational institutions including school districts, colleges and universities.
7. Escambia County encourages and permits links to valid and/or verified published content. The link should not endorse third party websites, products or services. Links should not utilize



content for inappropriate or commercial purposes. Escambia County accepts no responsibility for those non-affiliated websites or their content.

8. Websites are considered official when:
  - a They are created and presented to communicate information on official Escambia County services, events and programs; and
  - b Contain official Escambia County branding or logos and/or events or programs managed by Escambia County.
  - c Websites containing any of these official elements will appear under one of the official Escambia County domains. Unique subdomains and urls are to be used only after approval has been obtained from the PIO and IT.
9. Websites are considered non-official when:
  - a Sites do not contain official elements of Escambia County;
  - b Contain items of a personal nature and are maintained outside of the Escambia County domain; and
  - c Do not contain an Escambia County e-mail address, physical work address or include any Escambia County specific information while employed at the County.
10. E-mails sent to Escambia County e-mail accounts/addresses are considered public records and are subjected to disclosure as part of an official public records request.
11. County departments, divisions and offices are prohibited from utilizing social networking sites and/or interactive communications (blogs, chat rooms, etc.) such as, but not limited to, Facebook, MySpace and Twitter to promote county programs and services due to Florida public records and Sunshine Law requirements. Requests to send out a “tweet” on the official Escambia County Twitter site, must be routed through PIO.

D. **ECTV – Channel 98 (Escambia County Government Access Channel)**

1. ECTV operates under a board approved policy which covers the daily operations of the channel by the Public Information Office. This policy also directs the programming efforts and production services available to other governmental entities.
2. The daily programming schedule is available at [www.myescambia.com](http://www.myescambia.com).
3. The regular meeting of the Board of County Commissioners is “closed captioned” for the hearing impaired.
4. PIO shall provide video production services to county departments at no charge. Departments requesting video production services must follow the guidelines in the ECTV Policy.
5. Whenever possible, videos will be available for viewing on [www.myescambia.com](http://www.myescambia.com) as well as on Channel 98.

E. **Audio Visual Support**

1. PIO staff will record and rebroadcast all meetings of the BCC. They will be available to assist with the audio/visual needs and presentation needs during those meetings. PIO staff will also provide assistance with audio/visual needs for the fourth floor training room.
2. County departments, divisions and/or offices making an electronic presentation or presenting a video must provide the presentation/video to PIO at least 24-hours prior to the start of the meeting or accept full responsibility for ensuring compatibility with all available technology and setting up their own presentation.
3. A member of the public wishing to make an electronic presentation or show a video to the County Commissioners must provide the presentation to PIO staff at least 24-hours prior to the start of the meeting.
4. Presentations must not exceed the time limit outlined in the meeting agenda. Exceptions can only be made by the Chairman of the Board of County Commissioners.
5. Arrangements for A/V support in the fourth floor training room must be made at least 24-hours before the start of the meeting to ensure staff availability and compatibility with equipment.

F. **External Services**

1. PIO may enter into a Memorandum of Understanding with the approval of the County Administrator to provide public information services to another constitutional office or governmental entity.



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

AI-806

County Administrator's Report Item #: 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/19/2011

Issue: Limited Waiver of the Escambia County Noise Abatement Ordinance for the Live Florida Lottery Drawing

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Grand Finale Fireworks Display after the Live Broadcast of the Florida Lottery Drawing on July 2, 2011 - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the grand finale fireworks display after the live broadcast of the Florida Lottery Drawing, sponsored by the Pensacola Beach Chamber of Commerce, at the Casino Beach Fishing Pier on Saturday, July 2, 2011, from 10:30 p.m., to 10:45 p.m.

**BACKGROUND:**

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

This application is processed in coordination with the Santa Rosa Island Authority. Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

---

**Attachments**

Special Event Application

Site Map



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

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3550 - Phone  
(850) 595-3589 - FAX  
[www.myescambia.com](http://www.myescambia.com)

<b>SPECIAL EVENT PERMIT</b>
<b>Waiver to Noise Ordinance</b>

<b>Permit Number:</b> <i>SE 110503360</i>	
<b>Building Permit Number:</b>	
<b>Approved By:</b>	<b>Date:</b>

<b>Applicant:</b> Pensacola Beach Chamber of Commerce	<b>Phone Number:</b> 850-932-1500	
<b>Owner's Name:</b> Maureen LaMar	<b>Phone Number:</b>	
<b>Owner's Address:</b> 735 Pensacola Beach Blvd.		
<b>City:</b> Pensacola Beach	<b>State:</b> FL	<b>Zip Code:</b> 32561
<b>Job Address:</b> 1 Casino Beach		<b>Lot or Apt. Number:</b>

<i>Limited Waiver Section Only</i>	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
<b>Date of Activity:</b> July 2, 2011	<b>Description of Activity:</b>
<b>Beginning Time:</b> 10:30	Grand Finale of Fireworks for the Florida Lottery Live Drawing on Pensacola Beach.
<b>Ending Time:</b> 10:45	

<b>Remarks or Comments:</b>
<b>Driving Directions:</b>

<b>Escrow Account Number:</b>	<b>Date:</b> <i>4/28/11</i>
<b>Applicant Signature:</b> <i>Maureen LaMar</i>	

APPROVED BY  
**SANTA ROSA  
ISLAND AUTHORITY**  
*me Smith*  
*4-28-11*



# Fireworks July 2, 2011

## @10:30P

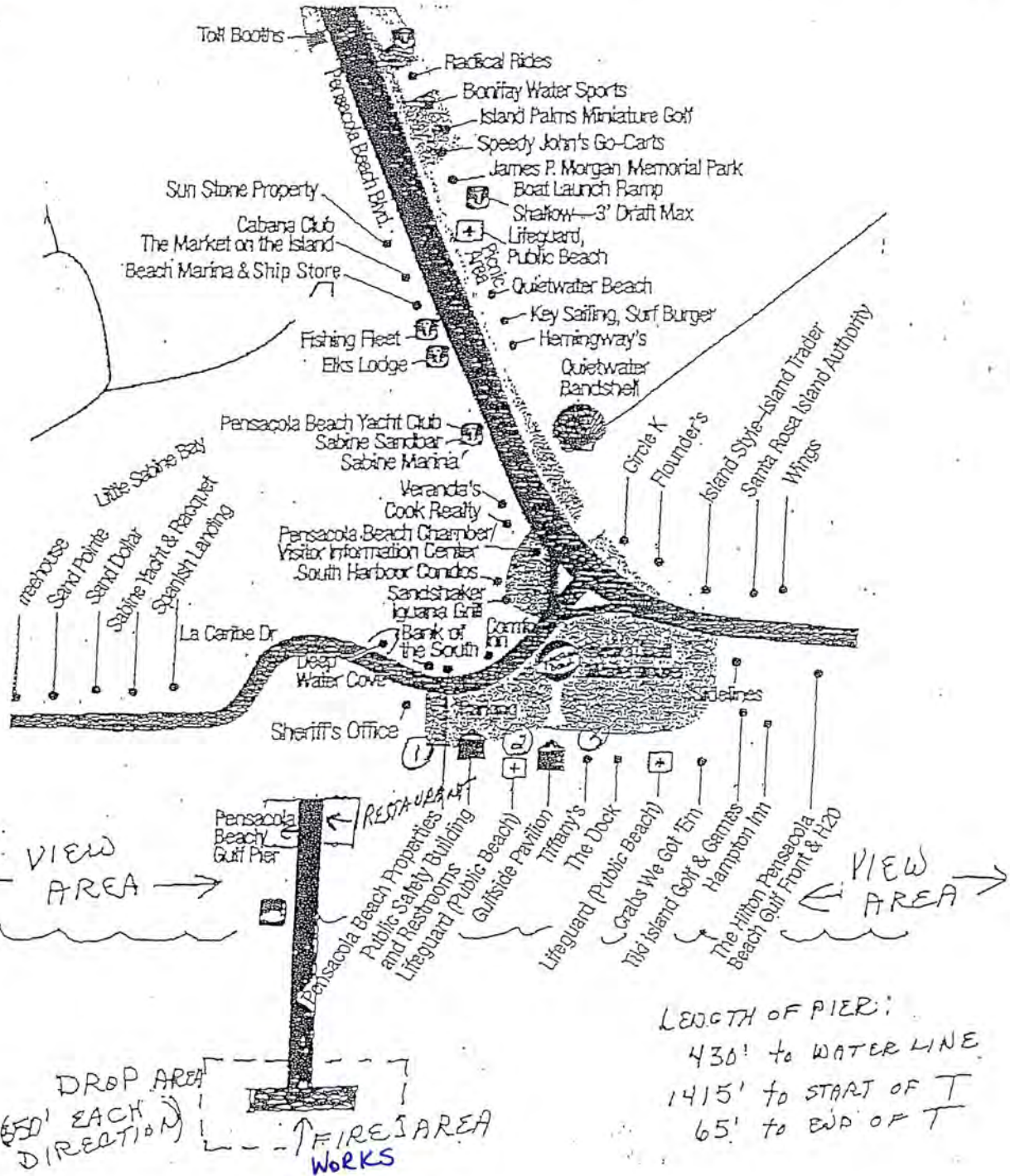
SRIA

Fax: 850-932-1866

Dec 17 2008 06:20am 002/002

EXHIBITION TO BE CONDUCTED BY  
PYROTECNICO OF FLORIDA LLC  
JOHN FEIGERT - call (770) 842-3977

CONTACT



- FIRE HYDRANTS
- 1- SHERIFF'S OFFICE
  - 2- BETWEEN SAFETY BLDG. & GULFSIDE PAVILION
  - 3- BETWEEN GULFSIDE PAVILION & THE DOCK

LENGTH OF PIER:  
 430' to WATER LINE  
 1415' to START OF T  
 65' to END OF T



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

**AI-814** County Administrator's Report Item #: 11. 9.  
**BCC Regular Meeting** Technical/Public Service Consent

**Meeting Date:** 05/19/2011

**Issue:** Limited Waiver of the Escambia County Noise Abatement Ordinance for the Portofino Island Resort

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

**Organization:** Development Services

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2012 New Year's Eve Fireworks Display for Portofino Island Resort - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display sponsored by the Portofino Island Resort, which will be launched from the pier at the Portofino Island Resort from 11:59 p.m., December 31, 2011, to 12:10 a.m., January 1, 2012.

**BACKGROUND:**

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

The Escambia County Sheriff's Department will be notified of the date, time, and location of this proposed noise waiver.

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**Attachments**

Special Event Permit Application

Location Map





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

Development Services Bureau  
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505  
P.O. Box 17248  
Pensacola, FL 32522-7248  
(850) 595-3550 - Phone  
(850) 595-3512 - FAX  
[www.myescambia.com](http://www.myescambia.com)

<b>SPECIAL EVENT PERMIT</b>
<b>Waiver to Noise Ordinance</b>

Permit Number: <i>SE 110402636</i>	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E. Hill, Jr.		Phone Number:	
Owner's Address: P.O. Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: 10 Portofino Drive, Pensacola Beach, FL 32561		Lot or Apt. Number:	

<b>Limited Waiver Section Only</b>	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
<b>Date of Activity:</b> December 31, 2011—January 1, 2012	<b>Description of Activity:</b> <i>This will be a 10 minute duration aerial fireworks display shoot at 12 Midnight.</i>
<b>Beginning Time:</b> <i>12 Midnight</i> <b>Ending Time:</b> <i>12:10 AM</i>	

<b>Remarks or Comments:</b> <i>Fireworks will be launched from a floating platform near the pier at Portofino Island Resort.</i>

<b>Driving Directions:</b>

<b>Escrow Account Number:</b>	<b>Date:</b> <i>March 16, 2011</i>
<b>Applicant Signature:</b> <i>Lansden E. Hill, Jr. / dh</i>	



Name of Show: Premier Island Mgmt. NYE  
Show Location: Portofino Island Resort  
Pensacola, FL

Show Date: New Years Eve 12-31-2010  
Rain Date: NONE

Maximum Shell Size: 3"  
Safety Fallout Radius: 210'

No Storage Required

Pyro Shows, Inc. 8-12-2010 rsss  
800-662-1331

Shoot Site Location Approximate Coordinates:  
30° 20' 49.51" N 87° 04' 55.28" W

Greater than 7,000' to  
Intracoastal Waterway

Safety Fallout Zone  
is 210' for 3" Shells

North

Likely  
Wind  
Direction

P:\SDocStor\2010\CustomerFiles\PortofinoIsland\SiteDiagrams\Portofino,FL2010Season022410

satellite  
Pensacola

Image USA Farm Service Agency  
jogle

Imagery Date: May 8, 2007

30° 20' 49.43" N 87° 04' 53.00" W elev 0 ft

©2009 Google

Eye alt 2838 ft





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

**AI-809**

**County Administrator's Report Item #: 11. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/19/2011

**Issue:** Approve Amended Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3)

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Amended Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3) - Amy Lovoy, Management and Budget Services Department Director

That the Board approve amending its action taken on July 9, 2009, concerning the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3), to include section "B.3" of the Policy, which was inadvertently omitted due to a scrivener's error.

**BACKGROUND:**

The Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3) was originally adopted and approved on June 19, 2008. It was amended on July 9, 2009. The amended version was missing number 3 of the policy due to language inadvertently left out by scrivener's error.

**BUDGETARY IMPACT:**

NA

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

NA

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**Attachments**

Correction to Amended CE-NA policy backup

# Board of County Commissioners

## Escambia County, Florida

Title: Code Enforcement/Nuisance Abatement Lien Collection Policy, Section III, Part H.3  
Date Adopted: June 19, 2008  
Effective Date: May 19, 2011 As Amended  
Reference:  
Policy Amended: July 9, 2009, May 19, 2011

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- A. Purpose: To provide a systematic method of collecting code enforcement/nuisance abatement liens.
- B. 1. Process: As soon as the violation is abated, Code Enforcement will forward a notice of the lien to the Clerk of the Circuit Court.
2. For liens sent by Code Enforcement or for liens currently in place as of July 1, 2008, the Clerk of the Circuit Court will send the first of two (2) letters. The first letter will notify the property owner of the lien, request payment and offer to set up a partial payment plan. The Clerk of the Circuit Court will charge the payer a fee of \$25 to set up the partial payment plan.

The partial payment plan terms shall be as follows:

- a. For liens less than or equal to \$1,200 the payment plan may extend to a maximum of one (1) year.
- b. For liens greater than \$1,200 and less than or equal to \$5,000 the payment plan may extend to a maximum of two (2) years.
- c. For liens greater than \$5,000 and less than or equal to \$10,000 the payment plan may extend to a maximum of three (3) years.
- d. For liens greater than \$10,000 the payment plan may extend to a maximum of five (5) years

The realization that certain set partial payment plans are unattainable for some citizens needs to be addressed. Upon recommendation from the Clerk of the court, a longer payment process will be added which will not extend beyond 10 years. The County administrator or his designee will give final approval.

\* In all cases full lien must be satisfied when subject parcel is sold.

3. On day 90, the Clerk of the Circuit Court will send the second of two (2) letters. This letter will again request payment, offer to set up a partial payment plan and inform the property owner the subject property may be sent to foreclosure. For any payments received prior to foreclosure, the Clerk of the Circuit Court will receive a 20% commission. The remaining funds will be remitted to the County.
4. On day 120, the Clerk of the Circuit Court will send the County a list of properties for which

they have not received payment. The County can then choose which properties (if any) upon which to foreclose based on the following criteria:

- a. Property must be non-homesteaded.
  - b. The subject lot must be buildable and have no obvious environmental liabilities.
  - c. If the value of the property exceeds the lien, the property will be referred to a contracted firm to determine if there is enough equity in the property after paying other liens, judgments or debts recorded on the parcel to move to foreclosure.
  - d. If the value of the property is less than the lien, the County will perform a title search to determine other outstanding obligations recorded against the referenced parcel. If the County's lien(s) is the sole or superior obligation the parcel will be referred for foreclosure.
  - e. If the County holds a tax certificate on a parcel with a code enforcement lien, the County may choose to exercise its option under Florida Statutes 197.502(7) to purchase the tax deed by making the minimum required bid rather than submitting the parcel for foreclosure.
5. Once the County owns the subject parcel, it may be sold at auction to the highest and most responsive bidder. In this context, the most responsive bidder shall mean a qualified bidder who has no record of code enforcement violations in Escambia County.

Subject parcels may be excluded from auction for an overriding County interest such as urban infill projects. These parcels will be determined by the Board of County Commissioners on a case-by-case basis.

6. If a Code Enforcement lien is paid on a subject parcel during the process of foreclosure in addition to the legal foreclosure costs, a Reinstatement Processing Fee will be added to cover the following expenses:
- Assemble foreclosure legal cost fees
  - Gather and update lien cost information
  - Collect and process payment
  - Disburse payment into several different cost centers (Clerk & County)
  - Administer foreclosure legal payment

The cost of this processing fee will be 5% of the Code Enforcement hard costs or \$275.00 whichever is higher. The Clerk will receive \$100 per processing fee to cover their administrative costs. The remaining amount will go into the General Fund.

7. The price of a County property that has not sold within a four (4) month period will be discounted 10%. If the property still does not sell, it will be discounted 10% every four (4) months until a sale is achieved.

# Board of County Commissioners

## Escambia County, Florida

Title: Code Enforcement/Nuisance Abatement Lien Collection Policy,  
Section III; H.3  
Date Adopted: June 19, 2008  
Effective Date: July 1, 2008  
Reference:  
Policy Superseded:

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- A. Purpose: To provide a systematic method of collecting code enforcement/nuisance abatement liens.
- B. 1. Process: As soon as the violation is abated Code Enforcement will forward a notice of the lien to the Clerk of the Circuit Court.
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  - c. For liens greater than \$5,000 and less than or equal to \$10,000 the payment plan may extend to a maximum of three (3) years.
  - d. For liens greater than \$10,000 the payment plan may extend to a maximum of five (5) years
- \* In all cases full lien must be satisfied when subject parcel is sold.
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- a. Property must be non-homesteaded.
  - b. The subject lot must be buildable and have no obvious environmental liabilities.

- c. If the value of the property exceeds the lien, the property will be referred to a contracted firm to determine if there is enough equity in the property after paying other liens, judgments or debts recorded on the parcel to move to foreclosure.
  - d. If the value of the property is less than the lien, the County will perform a title search to determine other outstanding obligations recorded against the referenced parcel. If the County's lien(s) is the sole or superior obligation the parcel will be referred for foreclosure.
  - e. If the County holds a tax certificate on a parcel with a code enforcement lien, the County may choose to exercise its option under Florida Statutes 197.502(7) to purchase the tax deed by making the minimum required bid rather than submitting the parcel for foreclosure.
5. Once the County owns the subject parcel, it may be sold at auction to the highest and most responsive bidder. In this context, the most responsive bidder shall mean a qualified bidder who has no record of code enforcement violations in Escambia County.

Subject parcels may be excluded from auction for an overriding County interest such as urban infill projects. These parcels will be determined by the Board of County Commissioners on a case-by-case basis.



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Robert R. "Bob" McLaughlin, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-9. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1-9, as follows, with the exception of Items 5 and 7, which were held for separate votes, as amended to drop Item 9:

1. Approving the revised Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3), which includes an extended partial payment plan, additional cost for research, paperwork and collection processing incurred when a Code Enforcement Lien is paid during the foreclosure procedure, and includes a property selling discount plan.
2. Authorizing (the scheduling and advertising of) a Public Hearing for the establishment of a street lighting Municipal Services Benefit Unit (MSBU) on July 23, 2009, at 5:31 p.m., to consider the adoption of an Ordinance creating Kingsfield Courtyard Subdivision Street Lighting MSBU.
3. Approving to amend the Board's action taken at the June 4, 2009, Board Meeting, concerning the Maintenance Services for Central Energy Plant, PD 08-09.044, to correct the name from Engineered Cooling Systems, Inc., to Engineered Cooling Services, Inc., due to a scrivener's error.
4. Authorizing the scheduling of a Public Hearing for Thursday, July 23, 2009, at 5:32 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption for Landworks Investments, LLC, for up to 100% of their expansion for 10 years.
5. See Page 38.
6. Approving the *Interlocal Agreement between the Board of County Commissioners of Escambia County, Florida, and the Escambia County School Board to Provide Pet Sheltering Facilities and Services During Emergencies.*
7. See Page 39.

BCC: 07/9/2009



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

**ORGANIZATION:** Management & Budget Services Bureau  
**FROM:** Amy Lovoy, Bureau Chief *RL*  
**DATE:** June 22, 2009  
**ISSUE:** Approve revised Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3)

**RECOMMENDATION:**

That the Board approve the revised Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy, (Section III; H.3) which includes an extended partial payment plan, additional cost for research, paperwork and collection processing incurred when a Code Enforcement Lien is paid during the foreclosure procedure, and a property selling discount plan.

**BACKGROUND:**

Certain set partial payment plans are unattainable for some citizens. Upon recommendation from the Clerk of the Court, a longer payment process will be added which will not extend beyond 10 years. The County Administrator or his designee will give final approval.

When there has been no response to a Code Enforcement Lien within the 120-day period after the Clerk of the Court has sent out two collection notices, the property is subject to foreclosure action per County policy. If the lien is paid during the foreclosure process additional research, paperwork, and collection processing, needs to be performed by both the Clerk of the Court and the County. To cover the cost of these additional tasks, a processing fee will be charged in addition to the legal foreclosure expenses already in progress. The fee will be 5% of the Code Enforcement hard costs or a base rate of \$275, whichever is higher. The Clerk will receive \$100 per processing fee to cover their administrative costs. The remaining amount will go directly into the County's General Fund to cover their expenses.

In order to sell County properties that have not sold in the past, a discount plan is needed. If a County property has not sold within a four (4) month period, it will be discounted 10%. If the property still does not sell, it will be discounted 10% every four (4) months until a sale is achieved.

**BUDGETARY IMPACT:**

The administrative costs for the County will be deposited into the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

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

Title: Code Enforcement/Nuisance Abatement Lien Collection Policy,  
Section III; H.3  
Date Adopted: June 19, 2008  
Effective Date: July 1, 2008  
Reference:  
Policy Superseded:

---

- A. Purpose: To provide a systematic method of collecting code enforcement/nuisance abatement liens.
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**Board of County Commissioners**  
**Escambia County, Florida**

Title: Code Enforcement/Nuisance Abatement Lien Collection Policy,  
Section III, Part H.3  
Date Adopted: June 19, 2008  
Effective Date: July 9, 2009, As Amended  
Reference:  
Policy Amended: July 9, 2009

---

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

AI-764

County Administrator's Report Item #: 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: SBA#197 - State Library Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #197 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, Other Grants and Projects Fund (110) in the amount of \$56,437, to recognize Grant proceeds from the State of Florida Department of Financial Services, and to appropriate these funds for the Escambia City/County Library System.

**BACKGROUND:**

Escambia County has received grant funds from the State of Florida to provide additional financial support for our local libraries.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$56,437.

**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#197 - Library 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, Escambia County was awarded funds from the State of Florida for public libraries. These funds must now be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
State Library Grant	110	334710	56,437
<b>Total</b>			<b>\$56,437</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Government Agencies	110/110207	58101	56,437
<b>Total</b>			<b>\$56,437</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  
#197





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

**AI-769**

**County Administrator's Report Item #: 11. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Supplemental Budget Amendment #200 - Interfund Transfer for Saufley Landfill

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #200 - Interfund Transfers for Saufley Landfill - Amy Lovoy, Management & Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #200, Solid Waste Fund (401) in the amount of \$2,000,000, to transfer funds from the Local Option Sales Tax Fund (352), and to appropriate these funds for the Saufley Landfill project.

**BACKGROUND:**

On April 7, 2011 the Board approved a reprioritization of Local Option Sales Tax (LOST) projects that included an additional \$2,000,000 for the Saufley Landfill project. This supplemental budget amendment transfers \$2,000,000 to the Solid Waste fund for this purpose.

**BUDGETARY IMPACT:**

See above.

**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**

011sa200





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

**AI-795**

**County Administrator's Report Item #: 11. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Supplemental Budget Amendment #202 - Florida Department of Health EMS County Grant Award

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #202 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #202, Other Grants and Projects Fund (110) in the amount of \$22,274, to recognize proceeds from the Florida Department of Health Grant ID Code Number C0017, and to appropriate these funds for improving and expanding pre-hospital emergency medical services.

**BACKGROUND:**

The Florida Department of Health awarded Escambia County an emergency medical services (EMS) county grant, Grant ID C0017, in the amount of \$22,274. The funds are to be used for improving and expanding pre-hospital emergency medical services.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$22,274.

**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#202 - EMS Award



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded an EMS County grant by the Florida Department of Health, 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:

Other Grants & Projects Fund Name	Fund Number	Account Code	Amount
	110		
Revenue Title	Fund Number	Account Code	Amount
EMS County Award C0017	110	334221	\$22,274
<b>Total</b>			<b>\$22,274</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	110/330318	55201	\$6,600
Books, Pubs & Subscriptions	110/330318	55401	\$12,474
Training & Registration	110/330318	55501	\$3,200
<b>Total</b>			<b>\$22,274</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



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

**AI-796**

**County Administrator's Report Item #: 11. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Supplemental Budget Amendment #203 – Insurance Proceeds for Property Damage Claims

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #203 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Transportation Trust Fund (175) in the amount of \$33,349, to recognize insurance proceeds received for damages to County traffic signal equipment in seven separate accidents, and to appropriate these funds back to the Transportation and Traffic Division.

**BACKGROUND:**

Escambia County received insurance reimbursements totaling \$33,349 for damages to County traffic signal equipment sustained during seven separate accidents throughout the County. The property damaged is as follows:

Traffic signal cabinet at Davis and Creighton  
Concrete signal pole at Fairfield and Texar  
Pedestrian signal at Mobile Hwy and Saufley Field  
Traffic signal controller at Public Safety and W Street  
School beacon and wooden pole at Little Flower Catholic School and Lillian Hwy  
Traffic signal cabinet at Public Safety and W Street  
Flashing beacon and pole at Alfonzo and Wingfoot Way

**BUDGETARY IMPACT:**

This amendment will increase Fund 175 by \$33,349.

**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**

sba203

**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 7 insurance reimbursements for damages to County property, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:**

<u>Transportation Trust Fund</u> <b>Fund Name</b>	<u>175</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Insurance Proceeds	175	369008	\$500
Insurance Proceeds	175	369008	\$7,150
Insurance Proceeds	175	369008	\$1,267
Insurance Proceeds	175	369008	\$2,623
Insurance Proceeds	175	369008	\$642
Insurance Proceeds	175	369008	\$19,260
Insurance Proceeds	175	369008	\$1,907
<b>Total</b>			<b>\$33,349</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Repair & Maintenance	175/270201	54601	\$33,349
<b>Total</b>			<b>\$33,349</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**





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

AI-776

County Administrator's Report Item #: 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: High Pointe-Beulah Road Group Resurfacing

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning High Pointe-Beulah Road Group Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.036, "High Pointe-Beulah Road Group Resurfacing", to Panhandle Grading & Paving, Inc., for a total amount of \$894,376.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

**BACKGROUND:**

Bids were received from four contractors on April 28, 2011. Panhandle Grading & Paving, Inc. being the lowest Responsive and Responsible bidder received. This project consists of the resurfacing and/or reconstructing in portion or whole of Willow Lake Drive, Willow Lake Court, Willow Lake Circle, High Pointe Drive, High Pointe Place, Sky Lark Court, Lake Pointe Circle, Constantine Drive, Pine Hollow Drive, Devonshire Circle, Beulah Road, Princeton Drive, Bender Drive, and Kenwood Drive. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, possible dewatering, etc. The Escambia County Road Department will haul 30 truckloads of milled asphalt. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

**BUDGETARY IMPACT:**

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form Contract D will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**


Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Engineering Division that they may issue a Notice to Proceed to Panhandle Grading & Paving, Inc.

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**Attachments**

Bid Tabulation

**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION		DESCRIPTION: High Pointe-Beulah Road Group Resurfacing ITB# 10-11.036												
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 4/28/11 Pre-Bid: 10:00 a.m., CDT 4/13/11 Opening Location: Rm 11.407		Cover Sheet/Acknwl	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida/	Bid Bond/or Check	Acknowl. of Addendums	Grand Total	Willow Lake	High Pointe Group	Devonshire Circle	Beulah Road	Princeton Group
NAME OF BIDDER														
APAC Mid-South Inc 4375 McCoy Drive Pensacola, FL 32503		X	X	X	X	X	X	\$1,064,909.22	\$256,538.48	\$274,255.67	\$32,374.48	\$294,569.66	\$207,170.93	
Gulf Atlantic Constructors, Inc. 650 West Oakfield Road Pensacola, FL 32503		X	X	X	X	X	X	\$1,152,916.75	\$278,058.00	\$303,255.40	\$31,739.40	\$314,394.40	\$225,469.55	
Panhandle Grading & Paving, Inc. 2656 Solo Dos Familiaf Pensacola, FL 32534		X	X	X	X	X	X	\$894,376.00	\$220,119.00	\$223,685.00	\$25,346.00	\$241,986.00	\$183,240.00	
Roads, Inc. of NWF 106 Stone Blvd Cantonment, FL 32533		X	X	X	X	X	X	\$960,380.70	\$219,316.50	\$239,792.95	\$21,720.80	\$297,188.00	\$182,362.45	
BIDS OPENED BY:		 Bob Dennis, Purchasing Specialist					DATE: April 29, 2011							
BIDS TABULATED BY:		Cynthia Smith, SOSA					DATE: April 29, 2011							

CAR DATE: 5/19/2011 BCC Date: 5/19/2011

The Public Works Bureau/ Engineering Division recommends to the BCC to award a unit Price, Indefinite Quantity, Indefinite Delivery Contract for PD 10-11-036 "High Pointe-Beulah Road Group Resurfacing" to: Panhandle Grading and Paving, Inc., for a Total amount of 894,376.00 which include Base Bids.

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.

Revised: 11:15 a.m., CDT, Monday, May 2, 2011  
 Posted: 11:30 a.m., CDT, Friday, April 29, 2011  
 Revised: 4:25 p.m., CDT, Friday, April 29, 2011

4	M/I Existing Asphalt Paving 2 1/2" Thickness	14453	BY	\$1.78	\$25,729.34	\$1.40	\$20,234.20	\$0.95	\$13,730.35	\$1.10	\$15,899.30
5	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat)	14453	BY	\$4.26	\$61,569.78	\$2.90	\$41,913.70	\$3.10	\$44,804.30	\$4.00	\$57,812.00
6	Remove Traffic Island (including Curbing and Asphalt), Stabilize, and Redress to Grade	3	EA	\$2,178.51	\$6,535.53	\$3,200.00	\$9,600.00	\$900.00	\$2,700.00	\$2,800.00	\$8,400.00
7	Disk Up Existing Turf and Redress To Grade (Does Not Include Seed and Mulch)	7333	SY	\$0.43	\$3,888.40	\$0.10	\$733.30	\$1.00	\$7,333.00	\$0.45	\$3,299.85
8	Provide Fit Along Shoulders	811	CY	\$7.56	\$4,619.16	\$4.00	\$2,444.00	\$8.00	\$4,888.00	\$9.00	\$5,499.00
9	Certipede Sod, Staked	7333	SY	\$2.10	\$15,399.30	\$1.40	\$10,266.20	\$2.00	\$14,866.00	\$2.25	\$18,499.25
10	MOT, must include plans	1	LS	\$2,515.28	\$2,515.28	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,950.00	\$1,950.00
11	Stormwater Pollution Prevention	1	LS	\$2,849.51	\$2,849.51	\$250.00	\$250.00	\$400.00	\$400.00	\$9,550.00	\$9,550.00
12	Signage and Marking, must include plans, layout, temporary striping, permanent striping, RPM's, etc.	1	LS	\$20,147.40	\$20,147.40	\$17,000.00	\$17,000.00	\$16,500.00	\$16,500.00	\$19,200.00	\$19,200.00
	<b>Beulah Road Total</b>				<b>\$794,869.66</b>		<b>\$241,886.00</b>		<b>\$297,188.00</b>		<b>\$314,394.40</b>
	<b>PRINCETON GROUP</b>										
1	Mobility	1	EA	\$4,655.22	\$4,655.22	\$2,708.00	\$2,708.00	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00
2	1 1/2" County Spec Type SP 12.5 Asphaltic Concrete Surface	8731	BY	\$5.75	\$50,203.25	\$5.50	\$48,020.50	\$5.55	\$48,457.05	\$6.75	\$58,934.25
3	M/I Existing Asphalt Paving 1 1/2" Thickness	8731	BY	\$1.57	\$13,707.87	\$1.30	\$11,350.30	\$0.95	\$8,294.45	\$1.50	\$13,096.50
4	10" Stabilized Subgrade, County Spec 2300	8731	OY	\$1.37	\$11,961.47	\$1.40	\$12,223.40	\$1.40	\$12,223.40	\$3.45	\$30,121.95
5	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2300	8731	SY	\$12.24	\$109,867.44	\$11.20	\$97,787.20	\$10.85	\$94,731.35	\$11.25	\$98,223.75
6	Earthwork Excavation by machine	1455	CY	\$5.25	\$7,638.75	\$4.00	\$5,820.00	\$9.00	\$13,095.00	\$7.50	\$10,912.50
7	Remove and Replace Unsuitable Material	500	CY	\$8.40	\$4,200.00	\$4.00	\$2,000.00	\$2.00	\$1,000.00	\$14.50	\$7,250.00
8	Remove Sand, Silt, & Vegetation from Existing Curb and Gutter	3306	LF	\$0.11	\$363.66	\$0.10	\$330.60	\$0.20	\$661.20	\$0.10	\$330.60
9	MOT, must include plans	1	LS	\$8,277.32	\$8,277.32	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,950.00	\$1,950.00
10	Stormwater Pollution Prevention	1	LS	\$1,298.15	\$1,298.15	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$1,350.00	\$1,350.00
	<b>Princeton Group Total</b>				<b>\$297,179.93</b>		<b>\$183,249.60</b>		<b>\$182,362.45</b>		<b>\$225,469.55</b>
	<b>BID VERIFICATION TOTAL</b>				<b>\$1,064,909.22</b>		<b>\$694,376.00</b>		<b>\$960,380.70</b>		<b>\$1,152,848.75</b>
	<b>TOTAL BID SUBMITTED</b>				<b>\$1,064,909.22</b>		<b>\$694,376.00</b>		<b>\$960,380.70</b>		<b>\$1,152,918.75</b>

\*Highlighted areas indicate discrepancies (higher and/or lower amounts) in extensions of submittals.

Tabulation created by James Duncan, Project Manager Office of Engineering 4/28/11

Item No.	Description	Qty	Unit	APAC-Mid-South, Inc.		Panhandle Grading & Paving, Inc.		Roads, Inc. of NWF		Gulf Atlantic Constructors, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>WILLOW LAKE GROUP</b>											
1	Mobilization	1	EA	\$5,418.47	\$5,418.47	\$3,252.44	\$3,252.44	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00
2	1 1/2" County Spec Type SP 12.5 Asphalt Concrete Surface	8792	SY	\$5.88	\$51,098.96	\$5.48	\$48,180.18	\$5.55	\$48,795.80	\$6.75	\$59,348.00
3	2" County Spec 2500 Type SP 12.5 Asphalt	1820	SY	\$9.37	\$13,559.40	\$7.15	\$11,583.00	\$7.40	\$11,988.00	\$9.50	\$15,390.00
4	Mill Existing Asphalt Paving 1 1/2" Thickness	10412	SY	\$1.45	\$15,097.40	\$1.30	\$13,535.80	\$0.95	\$9,891.40	\$1.40	\$14,578.80
5	10" Stabilized Subgrade, County Spec 2300	10412	SY	\$1.37	\$14,264.44	\$1.40	\$14,578.80	\$1.40	\$14,578.80	\$3.50	\$36,442.00
6	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County	10412	SY	\$12.21	\$127,130.52	\$10.90	\$113,490.80	\$10.85	\$112,970.20	\$11.50	\$119,738.00
7	Earthwork Excavation by machine	1516	CY	\$7.35	\$11,142.00	\$5.00	\$7,580.00	\$9.00	\$13,844.00	\$7.50	\$11,370.00
8	Remove and Replace Unsuitable Materials	1000	CY	\$9.45	\$9,450.00	\$5.00	\$5,000.00	\$2.00	\$2,000.00	\$14.50	\$14,500.00
9	Remove Sand, Silt, & Vegetation from Existing Curb and Gutter	8202	LF	\$0.11	\$882.22	\$0.10	\$820.20	\$0.25	\$1,550.50	\$0.10	\$820.20
10	MOT, must include plans	1	LS	\$6,802.32	\$6,802.32	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$2,275.00	\$2,275.00
11	Stormwater Pollution Prevention	1	LS	\$1,296.15	\$1,296.15	\$500.00	\$500.00	\$400.00	\$400.00	\$500.00	\$500.00
<b>Willow Lake Group Total</b>					<b>\$286,638.48</b>		<b>\$220,119.00</b>		<b>\$219,315.50</b>		<b>\$278,058.00</b>
<b>HIGH POINTE GROUP</b>											
1	Mobilization	1	EA	\$5,206.47	\$5,206.47	\$3,305.75	\$3,305.75	\$6,000.00	\$6,000.00	\$2,575.00	\$2,575.00
2	1 1/2" County Spec Type SP 12.5 Asphalt Concrete Surface	24748	SY	\$5.43	\$134,370.78	\$5.45	\$134,885.70	\$5.55	\$137,340.30	\$7.00	\$173,222.00
3	2" County Spec 2500 Type SP 12.5 Asphalt	2701	SY	\$8.36	\$22,580.36	\$7.15	\$19,312.15	\$7.40	\$19,987.40	\$9.40	\$25,389.40
4	Mill Existing Asphalt Paving 1 1/2" Thickness	27447	SY	\$0.99	\$27,172.53	\$1.15	\$31,564.05	\$0.95	\$26,074.65	\$1.25	\$34,308.75
5	10" Stabilized Subgrade, County Spec 2300	1000	SY	\$1.47	\$1,470.00	\$0.20	\$200.00	\$1.40	\$1,400.00	\$3.65	\$3,650.00
6	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2300	1000	SY	\$11.34	\$11,340.00	\$8.25	\$8,250.00	\$11.00	\$11,000.00	\$11.75	\$11,750.00
7	Earthwork Excavation by machine	170	CY	\$5.88	\$999.00	\$2.00	\$340.00	\$9.00	\$1,530.00	\$7.50	\$1,275.00
8	Remove and Replace Unsuitable Materials	500	CY	\$8.40	\$4,200.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$14.50	\$7,250.00
9	Final grading, seal rolling, and prime coat	27447	SY	\$1.80	\$51,051.42	\$0.65	\$17,840.55	\$1.00	\$27,447.00	\$1.35	\$37,053.45
10	Remove Sand, Silt, & Vegetation from Existing Curb and Gutter	16088	SY	\$0.11	\$1,767.48	\$0.10	\$1,608.80	\$0.20	\$3,213.90	\$0.10	\$1,608.80
11	Remove, Regrade, and Repour Existing Curb and Gutter	80	LF	\$18.90	\$1,134.00	\$20.00	\$1,200.00	\$15.00	\$900.00	\$22.50	\$1,350.00
12	Remove, Lower, and Repour Existing Inlet Throat	1	EA	\$2,266.35	\$2,266.35	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
9	MOT, must include plans	1	LS	\$7,559.29	\$7,559.29	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$725.00	\$725.00
10	Stormwater Pollution Prevention	1	LS	\$3,107.39	\$3,107.39	\$500.00	\$500.00	\$400.00	\$400.00	\$1,800.00	\$1,800.00
<b>High Pointe Group Total</b>					<b>\$274,265.67</b>		<b>\$223,885.60</b>		<b>\$230,792.99</b>		<b>\$303,265.40</b>
<b>DEVONSHIRE CIRCLE</b>											
1	Mobilization	1	EA	\$2,208.05	\$2,208.05	\$748.35	\$748.35	\$1,500.00	\$1,500.00	\$2,150.00	\$2,150.00
2	1 1/2" County Spec Type SP 12.5 Asphalt Concrete Surface	1455	SY	\$6.50	\$9,457.50	\$5.75	\$8,366.25	\$5.60	\$8,148.00	\$7.00	\$10,185.00
3	2" County Spec 2500 Type SP 12.5 Asphalt	540	SY	\$10.18	\$5,502.60	\$7.40	\$3,996.00	\$7.50	\$4,050.00	\$10.00	\$5,400.00
4	Mill Existing Asphalt Paving 1 1/2" Thickness	1995	SY	\$3.11	\$6,204.45	\$2.20	\$4,389.00	\$1.00	\$1,995.00	\$2.90	\$5,785.50
5	10" Stabilized Subgrade, County Spec 2300	200	SY	\$1.98	\$396.00	\$2.00	\$400.00	\$1.50	\$300.00	\$4.20	\$840.00
6	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2300	200	SY	\$12.97	\$2,574.00	\$10.80	\$2,160.00	\$11.00	\$2,200.00	\$12.75	\$2,550.00
7	Earthwork Excavation by machine	40	CY	\$5.88	\$235.20	\$2.00	\$80.00	\$10.00	\$400.00	\$7.50	\$300.00
8	Remove and Replace Unsuitable Material	50	CY	\$12.80	\$630.00	\$2.00	\$100.00	\$2.00	\$100.00	\$14.50	\$725.00
9	Final grading, seal rolling, and prime coat	1995	SY	\$1.94	\$3,870.30	\$2.00	\$3,990.00	\$1.00	\$1,995.00	\$1.50	\$2,992.50
10	Remove Sand, Silt, & Vegetation from Existing Curb and Gutter	1184	LF	\$0.11	\$128.04	\$0.10	\$118.40	\$0.20	\$232.80	\$0.10	\$116.40
14	MOT, must include plans	1	LS	\$969.11	\$969.11	\$500.00	\$500.00	\$400.00	\$400.00	\$425.00	\$425.00
15	Stormwater Pollution Prevention	1	LS	\$259.23	\$259.23	\$500.00	\$500.00	\$400.00	\$400.00	\$200.00	\$200.00
<b>Devonshire Circle</b>					<b>\$32,374.48</b>		<b>\$26,345.00</b>		<b>\$21,720.50</b>		<b>\$31,689.40</b>
<b>BELLAH ROAD</b>											
1	Mobilization	1	EA	\$2,854.97	\$2,854.97	\$3,577.00	\$3,577.00	\$4,000.00	\$4,000.00	\$2,850.00	\$2,850.00
2	1 1/2" County Spec Type SP 12.5 Asphalt Concrete Surface	14453	SY	\$5.63	\$81,370.39	\$5.50	\$79,491.50	\$5.55	\$80,214.15	\$7.00	\$101,171.00
3	Asphalt Leveling (110lbs. Per SY)	14453	SY	\$4.67	\$67,495.51	\$3.70	\$53,478.10	\$7.40	\$106,952.20	\$5.00	\$72,265.00



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

**AI-783**

**County Administrator's Report Item #: 11. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Siguenza Cove Dredge Project

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Siguenza Cove Dredge Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.041, Siguenza Cove Dredge Project, to Redfish Marine Construction, LLC, for a total amount of \$64,046.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1132]

**BACKGROUND:**

Bids were received from 4 contractors on April 28, 2011. Redfish Marine Construction LLC being the lowest Responsive and Responsible bidder received, 2 bidders were Non Responsive for different reasons as indicated upon the bid tabulation.

**BUDGETARY IMPACT:**

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1132]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form Solicitation, Offer and Award will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, FL, Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Department, Engineering Division that they may issue a Notice to Proceed to Redfish Marine Construction LLC.

---

## **Attachments**

Bid Tabulation









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

AI-683

County Administrator's Report Item #: 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Replacement Trucks for Facilities PD 10-11.038

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Replacement Trucks for Facilities Management, PD 10-11.038 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the Florida Sheriff's Association Contract #10-18-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval, to purchase five Ford F-250 extended cab trucks with service body and ladder rack, one Ford F-150 extended cab with lift gate, one Ford F150 crew cab, one Ford F-150 extended cab, two Ford Escapes, and one Ford F-250 crew cab with specified options, from Hub City Ford, Inc., in the amount of \$254,050.

[Funding: Fund 001, General Fund, Cost Center 210602, Object Code 56401]

**BACKGROUND:**

The eleven trucks with property numbers 44825, 44826, 47192, 48356, 48608, 44879, 47158, 47415, 47495, 45640 and 48335 are being replaced due to age and condition.

**BUDGETARY IMPACT:**

[Funding: Fund 001, General Fund, Cost center 210602, Object Code 56401]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

---



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

AI-812

County Administrator's Report Item #: 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Transit Advertising for Escambia Area Transit PD 10-11.019

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Transit Advertising for Escambia County Area Transit - Amy Lovoy, Management Budget Services Department Director

That the Board award the Contract PD 10-11.019, Transit Advertising for Escambia County Area Transit, to the sole proposer, Martin Mency of Escambia County, with revenues to the County as follows:

- A. 50% of Gross Revenue from Internal and External Advertising;
- B. 50% of Net Proceeds from Ride Guide Advertising; and
- C. 50% of Net Proceeds from Fare Card Advertising.

[Funding: Fund 104, Mass Transit, Cost Center 270301, Object Code 344902]

**BACKGROUND:**

The solicitation was publicly noticed and also advertised in a bus transportation national publication.

**BUDGETARY IMPACT:**

Revenue Contract

[Funding: Fund 104, Mass Transit, Cost Center 270301, Object Code 344902]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's office will prepare the Contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract.

---



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

**AI-718** County Administrator's Report Item #: 11. 9.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 05/19/2011

**Issue:** Public Works Computerized Work Order and Maintenance Management System, PD 09-10.083

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Contract Award for PD 09-10.083, Public Works Computerized Work Order and Maintenance Management System - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action:

A. Award a Contract to GBA Master Series, Inc., for Public Works Computerized Work Order and Maintenance Management System, PD 09-10.083, in the amount of \$268,803.50, with an annual Support and Maintenance Fee of \$37,700, for a total of \$306,503.50; and

B. Approve and authorize the County Administrator to sign the Software and Professional Services Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 56801]

**BACKGROUND:**

Request for Proposals, PD 09-10.083, Public Works Computerized Work Order and Maintenance Management System was advertised on Monday, September 20, 2010, in the Pensacola News Journal and noticed to 10 known firms. Responses from 6 firms were received on Thursday, October 14, 2010.

**BUDGETARY IMPACT:**

[Funding: Fund 175 Transportation Trust Fund, Cost Center 210401, Object Code 56801]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Contract reviewed and approved by Kristin D. Hual, Assistant County Attorney as noted on the attached agreement.

**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**

GBA Fee Proposal  
Agreement



# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



## TABLE OF CONTENTS

SECTION		PAGE
<b>A</b>	<b>INTRODUCTION</b> A.1 UNDERSTANDING A.2 ASSUMPTIONS A.3 OPTIONS & ALTERNATIVES	<b>A-1</b>
<b>B</b>	<b>FEES</b> B.1 SOFTWARE B.2 SERVICES B.3 SUPPORT & MAINTENANCE	<b>B-1</b>
<b>C</b>	<b>TIMELINE</b>	<b>C-1</b>



# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



## SECTION A – INTRODUCTION

### A.1 UNDERSTANDING

The Work Order and Maintenance Management System (System) will be utilized by the various organizational units of the Public Works Bureau, as outlined below.

- Infrastructure Branch
  - Road Division
  - Fleet Maintenance Division
  - Parks & Marine Maintenance Division
  - Engineering Division
- Facilities Branch
  - Maintenance Division
  - Telecommunications/Utilities Section
  - Custodial Section
  - Mosquito Control Division
  - Design and Construction Administration Team (DCAT) Division

The System will be comprised of *GBA Master Series*® integrated commercial off-the-shelf (COTS) software products that meet the County's functional and technical requirements. The System will be implemented by the County with the assistance of gbaMS personnel. This assistance will include the following services:

- Installation
- Configuration
- Data Migration
- Integration
- Testing
- Training
- Go-Live

Additionally, gbaMS will provide services and resources to the County for on-going technical support and software maintenance of the System.

### A.2 ASSUMPTIONS

#### A.2.1 Software Licensing

The following *GBA Master Series* will be licensed to allow use by any/all position classifications within all organization units that report to the County Administrator:

- *GBA Request Manager*™ for service requests
- *GBA Work Order Manager*™ for work orders
- *GBA Work Master*® for scheduled routine maintenance







# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



- *gbaMS GIS Server™* for GIS integration
- *gbaMS Web Citizen™* to provide access (via the Internet) for submittal of service requests
- *GBA Warehouse Master™* for material/inventory
- *GBA GIS Manager™* and *GBA GIS Analyst™* for GIS integration
- *gbaMS Roads Solutions Bundle* for road, drainage and traffic control assets
  - *GBA Roads Master™*
  - *GBA Bridge Master™*
  - *GBA Right-of-Way Master™*
  - *GBA Storm Master®*
  - *GBA Sign Master™*
  - *GBA Signal Master™*
  - *GBA Street Light Master™*
- *gbaMS Traffic Analysis Solutions Bundle* for traffic operations
  - *GBA Accident Manager™*
  - *GBA Traffic Volumes Manager™*
- *GBA Parks Master™* for parks and recreation assets
- *GBA Fleet Master™* for fleet and equipment assets
- *gbaMS Facilities Solutions Bundle* for facility assets
  - *GBA Facilities Master™*
  - *GBA Equipment Master™*
- *GBA Mobile Manager™* and *GBA Mobile Work Manager™* for field crews
- *gbaMS API™* for integration/interface development
- Interfaces with external data collection systems
  - Bar Coding Import
  - Fueling Import

## A.2.2 Implementation Services

Our assumptions regarding implementation services are as follows:

- Any custom report templates considered by the Bureau as necessary for the System will be developed by the County (using Crystal Reports). If instead the County chooses to utilize *gbaMS* to develop needed templates, the associated efforts will be considered additional services.
- Asset and property data will be “loaded” into the System. We are assuming the source(s) of such data to be the County’s GIS, ODBC database(s) and/or ASCII-delimited file(s).
- Integration includes the County’s GIS and the GovQA Citizen Request Management system
- Training of System end-users will be delivered using a “Train the Trainer” approach as described in Section C.2.11 of the Proposal





# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



## A.3 OPTIONS & ALTERNATIVES

An optional solution is the *GBA Pavement Manager*™, designed for use with *GBA Roads Master* and *GBA GIS Analyst*, for comprehensive pavement management functionality (condition assessment, deterioration modeling, maintenance forecasting, budget analyses, etc.).



# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



## SECTION B – FEE PROPOSAL

A summary of fees is provided below, with details following.

Item	One-Time	Annual
Software license fees	\$168,500.00	
Implementation services costs	\$100,303.50	
<b>Total</b>	<b>\$268,803.50</b>	
Support and maintenance fees		\$37,700.00

### B.1 SOFTWARE

Exhibit B.1 provides a summary of

- The various software products proposed, and their respective unit license fees
- The proposed licensing basis for each product, and their respective total license fees
- Notes describing the various licensing options

Descriptions of the capabilities and technical specifications of the proposed products were provided in Section C.1 of the Proposal, and descriptions of the products' functionality were provided in Appendix 1 of the Proposal.

### B.2 SERVICES

Exhibit B.2 provides a summary of

- The various implementation tasks proposed, and their respective levels of effort (i.e., hours)
- The cost breakdown by labor and expenses for each task, and their respective total costs
- Notes describing unit labor rates and estimates for expenses

Descriptions of the proposed implementation tasks were provided in Section D.1 of the Proposal. Per the request of the County, the following task is added:

- Task 8 – Post Go-Live Support
  - One (1) on-site trip, three (3) days in duration, made several months following Go-Live to address topics of interest to the County (configuration optimization, refresher training, etc.)

Additionally the level of effort for Task 4 – Integration was increased by eighty (80) hours to provide for integration of Gov QA with the System.

### B.3 SUPPORT & MAINTENANCE

The annual fee basis for the technical support services and software maintenance resources provided through our Annual Support & Maintenance (ASM) Program is twenty percent (20%) of the non-discounted license fees total for the proposed products.





# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



$$\$188,500.00 \times 20\% = \$37,700.00$$

“Year 1” of the ASM Program will be the twelve (12) months following “Go-Live” of the System. The annual fee amount above will be fixed for the products listed in Exhibit B.1 over the period of Years 1-5.

Descriptions of ASM Program services and resources were provided in Section C.2.3 of the Proposal.

**EXHIBIT B.1 – GBA Master Series® Software License Fees**

Product	Unit License Fees				Proposed Licensing		Total License Fees
	Site <sup>1</sup>	Base <sup>2</sup>	Additional Seat <sup>3</sup> (ea)	Install <sup>4</sup>	Quantity	Unit	
<b>Enterprise Bureau Solutions</b>							
<i>GBA Request Manager™</i>	\$60,000.00	\$5,000.00	\$500.00	N/A	1	Site	\$60,000.00
<i>GBA Work Order Manager™</i>			\$1,500.00	N/A			
<i>GBA Work Master®</i>			\$4,000.00	N/A			
<i>gbaMS Web Citizen™</i>	\$5,000.00	N/A	N/A	N/A	1	Site	\$5,000.00
<i>gbaMS GIS Server™</i>	\$5,000.00	N/A	N/A	N/A	1	Site	\$5,000.00
<b>Branch/Division/Section Solutions</b>							
<i>GBA Warehouse Master™</i>	\$10,000.00	\$2,000.00	\$1,600.00	N/A	1	Site	\$10,000.00
<i>GBA GIS Manager™</i>	\$10,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$10,000.00
<i>GBA GIS Analyst™</i>	\$10,000.00	\$2,000.00	\$1,600.00	N/A	1	Site	\$10,000.00
<u>gbaMS Roads Solutions Bundle</u>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
<i>GBA Roads Master™</i>							
<i>GBA Bridge Master™</i>							
<i>GBA Right-of-Way Master™</i>							
<i>GBA Storm Master®</i>							
<i>GBA Sign Master™</i>							
<i>GBA Signal Master™</i>							
<i>GBA Street Light Master™</i>							
<u>gbaMS Traffic Analysis Solutions Bundle</u>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
<i>GBA Accident Manager™</i>							
<i>GBA Traffic Volumes Manager™</i>							
<i>GBA Parks Master™</i>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
<i>GBA Fleet Master™</i>	\$10,000.00	\$3,000.00	\$2,400.00	N/A	1	Site	\$10,000.00
<u>gbaMS Facilities Solutions Bundle</u>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
<i>GBA Facility Master™</i>							
<i>GBA Equipment Master™</i>	\$10,000.00	N/A	N/A	\$1,000.00	1	Site	\$10,000.00
<i>GBA Mobile Manager™<sup>5</sup></i>							
<i>GBA Mobile Work Manager™<sup>6</sup></i>							
<i>gbaMS API™</i>	\$5,000.00	N/A	N/A	N/A	1	Site	\$5,000.00
<b>Interfaces</b>							
Bar Coding Import <sup>7</sup>	N/A	N/A	N/A	\$500.00	4	Install	\$2,000.00
Fueling Import	N/A	N/A	N/A	\$1,500.00	1	Install	\$1,500.00
Sub-Total							\$188,500.00
Discount <sup>8</sup>							-\$20,000.00
<b>TOTAL</b>							<b>\$168,500.00</b>
<b>Notes</b>							
<sup>1</sup> A "Site" license provides an unlimited number of Seat licenses. For the County's System, the Site license is applicable to all organization units that report to the County Administrator.							
<sup>2</sup> The "Base" fee provides for Server installation and one (1) Seat license							
<sup>3</sup> The number of "Seat" licenses governs the maximum number of concurrent users							
<sup>4</sup> Product is licensed per Client (Desktop or Mobile) installation							
<sup>5</sup> Product is designed for use on Windows PC devices (laptops or tablets)							
<sup>6</sup> Product is designed for use on Windows Pocket PC devices (handhelds)							
<sup>7</sup> Product is designed for use on Windows Mobile devices							
<sup>8</sup> The discount amount is equal to one hundred percent (100%) of the license fees for the gbaMS Traffic Analysis Solutions bundle and gbaMS API.							







# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
February 16, 2011



## EXHIBIT B.2 – gbaMS Services Costs

	Task	Hours	Labor Cost <sup>1</sup>	Direct Expenses <sup>2</sup>	Total Cost
1	Installation	23	\$2,645.00	\$224.00	\$2,869.00
2	Configuration	100	\$11,500.00	\$1,935.50	\$13,435.50
3	Data Migration	24	\$2,760.00	\$0.00	\$2,760.00
4	Integration	145	\$16,675.00	\$0.00	\$16,675.00
5	Testing	40	\$4,600.00	\$0.00	\$4,600.00
6	Training	363	\$41,745.00	\$0.00	\$41,745.00
7	Go-Live	24	\$2,760.00	\$8,998.50	\$11,758.50
8	Post Go-Live Support	45	\$5,175.00	\$1,285.50	\$6,460.50
<b>TOTALS</b>		<b>764</b>	<b>\$87,860.00</b>	<b>\$12,443.50</b>	<b>\$100,303.50</b>
<b>Notes</b>					
<sup>1</sup> Standard labor rate is \$115.00 per hour.					
<sup>2</sup> Estimates of travel expenses include \$450.00 per on-site trip for airfare, and \$75.00 per on-site day for ground transportation (these will be billed at actual cost). Expenses for lodging, meals and incidentals are limited to the applicable U.S. General Services Administration rates (\$103.00 per night, and \$46 per day). Rates for first and last calendar day of travel are calculated at 75 percent.					





# Fee Proposal

Work Order and Maintenance Management System (PD 09-10.083)  
Escambia County, FL – Public Works Bureau  
REVISED – March 14, 2011



## SECTION C – TIMELINE

A timeline we consider reasonable for implementation of the System is provided as Exhibit C.1.





# **SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

## **ARTICLES OF AGREEMENT**

This Agreement between **THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**, as "CLIENT", and **GBA MASTER SERIES, INC.**, as "CONTRACTOR".

### **WITNESSETH:**

**Whereas**, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 500, Overland Park, KS 66212) owns certain software programs that are licensed as individual program titles which are known collectively as the "*GBA Master Series®*"; and

**Whereas**, the CLIENT (located at 221 Palafox Place, Pensacola, Florida 32502) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs accessing databases residing at the CLIENT's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

**Whereas**, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

**Whereas**, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

### **IT IS AGREED THAT:**

#### **SECTION I – SOFTWARE LICENSE**

The CONTRACTOR agrees to furnish various *GBA Master Series* software programs, and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *GBA Master Series®* Software License Agreement attached as Exhibit "A". These programs shall consist of the items listed in the Schedule of Software attached as Exhibit "B".

#### **SECTION II – SCOPE OF SERVICES**

The basic Scope of Services for the supply, implementation, support and maintenance of PD 09-10.083, Public Works Computerized Work Order and Maintenance Management System, herein referred to as "PROJECT", is as follows:

1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit "C".
2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit "D".

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

## **SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit "E".

### **SECTION III – RESPONSIBILITIES OF THE CLIENT**

The CLIENT shall provide information and assistance as follows:

1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
3. Bear all costs incident to compliance with the requirements of this Section III.

### **SECTION IV – SCHEDULE OF SERVICES**

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit "D".

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

### **SECTION V – FEES AND PAYMENTS**

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E". The maximum compensation shall not be exceeded without further authorization of Additional Services.

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "E". Invoices shall be due and payable to the CONTRACTOR within thirty (30) days of each billing.

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than thirty (30) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the

## **SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *GBA Master Series* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) of Exhibit "A".

### **SECTION VI – TERMINATION**

- A. The obligation to provide further services under this Agreement may be terminated by either party with or without cause upon seven (7) days' written notice.
- B. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination.
- C. In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, this Agreement shall then be considered terminated. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.

The Termination provisions for the PROJECT provided in this Section VI are applicable to the Scope of Services as described in Section II of this Agreement. The Term and Termination provisions provided in Section 12 of Exhibit "A" are applicable to the *GBA Master Series*® software program licenses.

### **SECTION VII – INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold the CLIENT harmless from any and all liability, loss or damage the CLIENT may suffer as a result of claims, demands, costs or judgments against it arising out of the CONTRACTOR'S negligence in the performance of this Agreement.

The Indemnification provisions for the PROJECT provided in this Section VII are applicable to the Scope of Services referenced in Section II. The Limitations of Liability provisions provided in Section 11 of Exhibit "A" are applicable to the *GBA Master Series*® software program licenses.

### **SECTION VIII – GENERAL CONSIDERATIONS**

And, finally it is agreed that:

- A. All services shall be under the direction of qualified personnel.
- B. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT, and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform

# SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to under this paragraph.

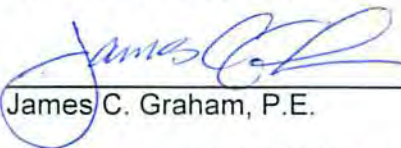
- C. The CONTRACTOR reserves the right to renegotiate this Agreement if this agreement is not signed by the CLIENT within ninety (90) days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:
  - Exhibit "A" - GBA Master Series® Software License Agreement
  - Exhibit "B" - Schedule of Software
  - Exhibit "C" - Software Support and Maintenance Provisions
  - Exhibit "D" - Schedule of Services
  - Exhibit "E" - Schedule of Costs and Invoicing

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this 5th day of May, 2011.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

**GBA MASTER SERIES, INC.**

**THE BOARD OF COUNTY COMMISSIONERS**

By:   
James C. Graham, P.E.

By: \_\_\_\_\_  
Charles R. "Randy" Oliver, Jr.

Title: Vice President & Chief Operating Officer

Title: County Administrator

Attest:  
By: 

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

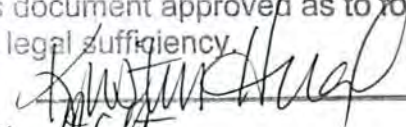
Title: PRESIDENT

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

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

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

This document approved as to form and legal sufficiency.

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

Date: 5/3/11

**EXHIBIT "A"**  
**GBA Master Series® Software License Agreement**

**IMPORTANT – READ CAREFULLY BEFORE INSTALLATION**

This software is subject to acceptance of the *GBA Master Series®* Software License Agreement. GBA Master Series, Inc. (gbaMS) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the *GBA Master Series®* Software License Agreement and any stated Special Provisions. If you do not agree with the terms and conditions as stated, please return the unopened media package, the disks, and all accompanying printed materials to gbaMS for a full refund of the license fees.

THIS AGREEMENT ("*Agreement*") is between GBA Master Series, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 500, Overland Park, KS 66212 ("*gbaMS*"), and *Licensee* with its software programs accessing databases residing at *Licensed Site*.

**RECITALS**

WHEREAS, gbaMS owns certain software programs that are licensed as individual program titles which are known collectively as the "*GBA Master Series®*";

WHEREAS, Licensee would like to use, and gbaMS would like to grant Licensee the right to use, those software programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, gbaMS and Licensee agree as follows:

**1. DEFINITIONS.**

"*Program(s)*" means the object code versions of the computer software programs, databases, and related documentation.

"*Seats*" means the number of concurrent users (i.e., the number of persons using a Program at one time) permitted to use a Program.

"*Clients*" means the number of individual database setups that can be accessed by a Program.

"*Licensed Site*" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

**2. LICENSE GRANT.**

(a) License. Subject to the terms and conditions of this Agreement, gbaMS grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of concurrent users of each Program, including all users authorized to use any Program(s) pursuant to Section 2(b) below, shall not exceed the number of Seats for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) Sublicense. For information on granting sublicense rights, please contact gbaMS.

(c) Limited Transfer. For information on transferring the location of the Licensed Site, please contact gbaMS.

(d) Copying. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Seats for each such Program.

(e) Future Licenses. gbaMS and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from gbaMS) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(f) Limited Grant. Except as expressly provided in this Section 2, gbaMS grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by gbaMS in connection with this Agreement and gbaMS reserves and retains all such right, title, and interest.

(g) Disaster Recovery and Testing. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

**3. LICENSE RESTRICTIONS.**

(a) No Reverse Engineering. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) No Modification. Licensee agrees not to modify the Program(s) without the written consent of gbaMS.

(c) No Copying. Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster

recovery and testing purposes, and as may be necessary to utilize the total Seats for a given Program.

(d) No Third Party Use. Licensee will not use the Program(s) in any manner to provide computer services to third parties, except as may be necessary to implement a sublicense.

(e) Training. Licensee will not use the Program(s) until its personnel have received sufficient training in the use of the Program(s) to generate accurate data from the operation of the Program(s).

**4. PROPRIETARY RIGHTS.**

(a) gbaMS's Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of gbaMS.

(b) Licensee's Property. Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of gbaMS and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

**5. DELIVERY.**

gbaMS will deliver the Program(s) to Licensee, or Licensee's designated representative, within a reasonable time of execution of this Agreement by both parties.

**6. FEES AND TAXES.**

(a) License Fee. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to gbaMS, or gbaMS's designated representative, the License Fee within thirty (30) days of the Shipping Date. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. gbaMS may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by gbaMS's then-current fee schedule.

(b) Taxes. Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on gbaMS's income. In lieu of payment of such taxes, Licensee shall provide gbaMS, or gbaMS's designated representative, with proof of Licensee's tax exempt status.

**7. WARRANTIES.**

(a) Warranty. gbaMS warrants that during the ninety (90) days following the shipping date:

- (i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and
- (ii) the storage media containing the Program(s) will be free from defects in materials and workmanship.

(b) Exclusive Remedy. In the event that the Program(s) or storage media fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure gbaMS will, at its option and without charge to Licensee, repair or replace the Program(s) or storage media or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to gbaMS within the 90-day warranty period.

(c) Disclaimer. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

(d) Year 2000 Compliance. "Year 2000 Compliant" means that the Program(s), when used in accordance with its associated documentation, will (a) initiate and operate, (b) correctly store, represent, and process dates, and (c) not cause or result in abnormal termination or ending, when processing data containing dates in the year 2000 and in any preceding and following years, provided that all third party applications that exchange date data with the program do so properly and accurately in a form and format compatible with the program. The Program(s) provided by gbaMS under this agreement process dates only to the extent that the Program(s) use date data provided by the host or target operating system for date representations used in internal processes, such as file modifications. Any Year 2000 Compliance issues resulting from the operation of the Program(s) are therefore necessarily subject to the Year 2000 Compliance of the relevant host or target operating system. The preceding does not apply, however, and gbaMS does not assume any liability for, the performance of any applications that authorized licensees may create through use of the Program(s), nor for any Year 2000 Compliance issues that may arise from the use of the Program(s) with any third party products, including hardware, software or firmware. Except as expressly provided in this Section, gbaMS makes no Year 2000 related representations

**EXHIBIT "A"**  
**GBA Master Series™ Software License Agreement**

or warranties for the Program(s), and any such warranties, including any implied warranties, are hereby disclaimed.

**8. INDEMNITY.**

(a) Duty to Indemnify and Defend.

(i) gbaMS will defend or settle at gbaMS's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) gbaMS will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) gbaMS will have no obligation under this Section as to any action, proceeding, or claim unless: (A) gbaMS is notified of it promptly; (B) gbaMS has sole control of its defense and settlement; and (C) Licensee provides gbaMS with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in gbaMS's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then gbaMS may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of gbaMS, then gbaMS may both:

(A) terminate Licensee's rights and gbaMS's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are gbaMS's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. gbaMS makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. gbaMS will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by gbaMS (whether or not authorized by gbaMS); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by gbaMS.

**9. CONFIDENTIAL INFORMATION.**

(a) Definition. "Confidential Information" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of gbaMS, including but not limited to any information relating to gbaMS's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by gbaMS as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other gbaMS Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

**10. MAINTENANCE AND SUPPORT.**

gbaMS and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from

Licensee and acknowledgment from gbaMS) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by gbaMS and Licensee for the scope of services to be provided by gbaMS for the Program(s) to be included under such services.

**11. LIMITATIONS OF LIABILITY.**

gbaMS's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for gbaMS licensing the Programs to Licensee hereunder, in no event will gbaMS be liable to Licensee or any third party under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not gbaMS has been advised of the possibility of such damage. Input and/or edits of data by means other than the gbaMS standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will gbaMS be liable to Licensee or any third party under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

**12. TERM AND TERMINATION.**

(a) Term. This Agreement will continue in full force and effect perpetually, except as follows:

(b) Termination. gbaMS will have the right to terminate this Agreement if Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from gbaMS;

(c) Effect of Termination. If this Agreement is terminated, Licensee will immediately terminate any sublicenses then in effect, retrieve from sublicensees all copies of the Program(s) in sublicensees' possession, and then return to gbaMS, or gbaMS's designated representative, or (at gbaMS's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to gbaMS in writing that it has done so.

(d) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(e) Nonexclusive Remedy. The exercise by gbaMS of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

**13. GENERAL PROVISIONS.**

(a) Audit Rights. Licensee agrees to allow gbaMS, or gbaMS's designated representative, at gbaMS's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

**EXHIBIT "A"**  
**GBA Master Series® Software License Agreement**

**SPECIAL PROVISIONS**

The following provisions supersede the preceding standard terms and conditions.

**12. TERM AND TERMINATION.**

(a) Term. This Agreement will continue in full force and effect perpetually, except as follows:

(b) Termination. Either party will have the right to terminate this Agreement with or without cause upon providing thirty (30) days written notice;

**13. GENERAL PROVISIONS.**

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

(j) Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

**EXHIBIT "B"**  
**Schedule of Software**

For the Project gbaMS agrees to furnish licenses of the various *GBA Master Series*® software programs listed in the following table, and grant the County such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the *GBA Master Series*® Software License Agreement provided as Exhibit "A".



**EXHIBIT "B"**  
**Schedule of Software**

Product	Unit License Fees				Proposed Licensing		
	Site <sup>1</sup>	Base <sup>2</sup>	Additional Seat <sup>3</sup> (ea)	Install <sup>4</sup>	Quantity	Unit	Total License Fees
<b>Enterprise Bureau Solutions</b>							
GBA Request Manager™	\$60,000.00	\$5,000.00	\$500.00	N/A	1	Site	\$60,000.00
GBA Work Order Manager™			\$1,500.00	N/A			
GBA Work Master™			\$4,000.00	N/A			
gbaMS Web Citizen™	\$5,000.00	N/A	N/A	N/A	1	Site	\$5,000.00
gbaMS GIS Server™	\$5,000.00	N/A	N/A	N/A	1	Site	\$5,000.00
<b>Branch/Division/Section Solutions</b>							
GBA Warehouse Master™	\$10,000.00	\$2,000.00	\$1,600.00	N/A	1	Site	\$10,000.00
GBA GIS Manager™	\$10,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$10,000.00
GBA GIS Analyst™	\$10,000.00	\$2,000.00	\$1,600.00	N/A	1	Site	\$10,000.00
<u>gbaMS Roads Solutions Bundle</u>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
GBA Roads Master™							
GBA Bridge Master™							
GBA Right-of-Way Master™							
GBA Storm Master™							
GBA Sign Master™							
GBA Signal Master™							
<u>gbaMS Traffic Analysis Solutions Bundle</u>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
GBA Accident Manager™							
GBA Traffic Volumes Manager™							
GBA Parks Master™	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
GBA Fleet Master™	\$10,000.00	\$3,000.00	\$2,400.00	N/A	1	Site	\$10,000.00
<u>gbaMS Facilities Solutions Bundle</u>	\$15,000.00	\$4,000.00	\$3,200.00	N/A	1	Site	\$15,000.00
GBA Facility Master™							
GBA Equipment Master™							
GBA Mobile Manager™ <sup>5</sup>	\$10,000.00	N/A	N/A	\$1,000.00	1	Site	\$10,000.00
GBA Mobile Work Manager™ <sup>6</sup>		N/A	N/A	\$500.00			
gbaMS API™	\$5,000.00	N/A	N/A	N/A	1	Site	\$5,000.00
<b>Interfaces</b>							
Bar Coding Import <sup>7</sup>	N/A	N/A	N/A	\$500.00	4	Install	\$2,000.00
Fueling Import	N/A	N/A	N/A	\$1,500.00	1	Install	\$1,500.00
Sub-Total							\$188,500.00
Discount <sup>8</sup>							-\$20,000.00
<b>TOTAL</b>							<b>\$168,500.00</b>
<b>Notes</b>							
<sup>1</sup> A "Site" license provides an unlimited number of Seat licenses. For the County's System, the Site license is applicable to all organization units that report to the County Administrator.							
<sup>2</sup> The "Base" fee provides for Server installation and one (1) Seat license							
<sup>3</sup> The number of "Seat" licenses governs the maximum number of concurrent users							
<sup>4</sup> Product is licensed per Client (Desktop or Mobile) installation							
<sup>5</sup> Product is designed for use on Windows PC devices (laptops or tablets)							
<sup>6</sup> Product is designed for use on Windows Pocket PC devices (handhelds)							
<sup>7</sup> Product is designed for use on Windows Mobile devices							
<sup>8</sup> The discount amount is equal to one hundred percent (100%) of the license fees for the gbaMS Traffic Analysis Solutions bundle and gbaMS API.							

**EXHIBIT "C"**  
**Software Support and Maintenance Provisions**

For the various *GBA Master Series*® software programs listed in Exhibit "B", gbaMS agrees to furnish to the County resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit "C".

**ASM PROGRAM RESOURCES AND SERVICES**

On-going software technical support and maintenance resources and services provided through the gbaMS Annual Support & Maintenance (ASM) Program are summarized in the attached exhibit titled "TECHNICAL SUPPORT AND SERVICES".

**ASM PROGRAM FEES**

The annual fee basis for the gbaMS ASM Program is twenty percent (20%) of the total non-discounted software license fees for covered products based on the then-current published gbaMS software license unit fees.

For the software programs listed in Exhibit "B", the "first year" ASM Program fee will be for the period of twelve (12) months following the software warranty period (please reference Section 7 "WARRANTIES" of the *GBA Master Series*® Software License Agreement provided as Exhibit "A").

**ASM PROGRAM RENEWAL**

Access to ASM Program resources and services in subsequent years is renewable annually by mutual agreement.



**EXHIBIT "C"**  
**Software Support and Maintenance Provisions**

<u>Licenses</u>				
Product	Quantity	Basis	Total Non-Discounted Software License Fees	Annual ASM Fee <sup>1</sup>
<b>Enterprise Bureau Solutions</b>				
<i>GBA Request Manager</i> ™	1	Site	\$60,000.00	\$12,000.00
<i>GBA Work Order Manager</i> ™				
<i>GBA Work Master</i> ®				
<i>gbaMS Web Citizen</i> ™	1	Site	\$5,000.00	\$1,000.00
<i>gbaMS GIS Server</i> ™	1	Site	\$5,000.00	\$1,000.00
<b>Branch/Division/Section Solutions</b>				
<i>GBA Warehouse Master</i> ™	1	Site	\$10,000.00	\$2,000.00
<i>GBA GIS Manager</i> ™	1	Site	\$10,000.00	\$2,000.00
<i>GBA GIS Analyst</i> ™	1	Site	\$10,000.00	\$2,000.00
<u>gbaMS Roads Solutions Bundle</u> <i>GBA Roads Master</i> ™ <i>GBA Bridge Master</i> ™ <i>GBA Right-of-Way Master</i> ™ <i>GBA Storm Master</i> ® <i>GBA Sign Master</i> ™ <i>GBA Signal Master</i> ™ <i>GBA Street Light Master</i> ™	1	Site	\$15,000.00	\$3,000.00
<u>gbaMS Traffic Analysis Solutions Bundle</u> <i>GBA Accident Manager</i> ™ <i>GBA Traffic Volumes Manager</i> ™	1	Site	\$15,000.00	\$3,000.00
<i>GBA Parks Master</i> ™	1	Site	\$15,000.00	\$3,000.00
<i>GBA Fleet Master</i> ™	1	Site	\$10,000.00	\$2,000.00
<u>gbaMS Facilities Solutions Bundle</u> <i>GBA Facility Master</i> ™ <i>GBA Equipment Master</i> ™	1	Site	\$15,000.00	\$3,000.00
<i>GBA Mobile Manager</i> ™ <sup>5</sup>	1	Site	\$10,000.00	\$2,000.00
<i>GBA Mobile Work Manager</i> ™ <sup>6</sup>				
<i>gbaMS API</i> ™	1	Site	\$5,000.00	\$1,000.00
<b>Interfaces</b>				
Bar Coding Import <sup>7</sup>	4	Install	\$2,000.00	\$400.00
Fueling Import	1	Install	\$1,500.00	\$300.00
<b>TOTAL - FIRST YEAR<sup>2</sup></b>			<b>\$188,500.00</b>	<b>\$37,700.00</b>
<b>Notes</b>				
<sup>1</sup> The annual fee basis for the gbaMS Annual Support & Maintenance (ASM) Program is twenty percent (20%) of the total non-discounted software license fees for covered products.				
<sup>2</sup> The "first year" of ASM coverage will be the twelve (12) months following the software warranty period.				



EXHIBIT "C"  
Software Support and Maintenance Provisions

TECHNICAL SUPPORT AND SERVICES



**Technical Support and Software Maintenance Services**

***Clients Only Web site***

Users have 24/7/365 access to our Help Desk support resources through the "Clients Only" section of our Web site ([www.gbaMS.com](http://www.gbaMS.com)). In addition to serving as a portal by which clients can submit requests and track their resolution status, the Clients Only Web site provides a knowledge base, software downloads, discussion boards, FAQs, user group information and more.

***Toll-free Telephone Support***

gbaMS support staff is available to respond to inquiries Monday through Friday (i.e., business days) from 8:00 a.m. to 5:00 p.m., Central Standard Time.

***Web Support Technology***

We are able to provide the highest level of software support via the Web. This technology (WebEx) enables us to "see" your computer, allowing us to troubleshoot the problem in your environment and easily deliver a solution. In addition, this technology provides additional training capabilities for new users, refresher courses, etc.

***User Conferences***

Subscribers to our Annual Support & Maintenance (ASM) Program receive discounted fees to our Annual Conference & Training (ACT) event. The ACT provides you with an ideal place to complete training courses, network with co-users, work with our staff and explore additional resources we may have to offer.

***Software Patches***

We continually refine our applications - from problem resolution to minor enhancements, we always strive to strengthen the software. As an ASM subscriber, you will be provided with these patches for the supported program(s) as they become available.

***Software Upgrades / New Releases***

We are constantly improving all of our products. We incorporate new functionality and new tools to help you get the most out of the *GBA Master Series*® software. This Program provides you with upgrades (new releases) of the support program(s) as they become available.

**Documentation and Help Tutorials**

***Electronic Help Manuals***

Users can access a database of help through the Electronic Help Manuals within *GBA Master Series* applications. These how-to guides give users an overview of applications, modules, functions and features. Users can search for information by table of contents, index or search.

***Release Notes***

With every new software release, gbaMS provides a list of new additions. Release notes explain how the software has changed, including added functions and features or corrected software issues.

***Tutorial Videos***

To illustrate the software functionality in a visual format, the Clients Only Web site has a tutorial library of downloadable Webex videos. The tutorial videos can be used to train new personnel how the software works or teach seasoned users new tricks.

***inVision e-Newsletter***

Our newsletter is distributed via e-mail in an online format, allowing us to provide a wealth of information in a timely manner. The inVision newsletter is distributed to keep users up-to-date on software news (new releases, software patches, etc.), industry happenings and additional resources.

**EXHIBIT “D”**  
**Schedule of Services**

**D.1 UNDERSTANDING**

The Work Order and Maintenance Management System (System) will be utilized by the various organizational units of the Public Works Bureau, as outlined below.

- Infrastructure Branch
  - Road Division
  - Fleet Maintenance Division
  - Parks & Marine Maintenance Division
  - Engineering Division
- Facilities Branch
  - Maintenance Division
  - Telecommunications/Utilities Section
  - Custodial Section
  - Mosquito Control Division
  - Design and Construction Administration Team (DCAT) Division

The System will be comprised of *GBA Master Series*® integrated commercial off-the-shelf (COTS) software products that meet the County’s functional and technical requirements. The System will be implemented by the County with the assistance of gbaMS personnel. This assistance will include the following services:

- Installation
- Configuration
- Data Migration
- Integration
- Testing
- Training
- Go-Live

Additionally, gbaMS will provide services and resources to the County for on-going technical support and software maintenance of the System.

**D.2 ASSUMPTIONS**

The following *GBA Master Series* will be licensed to allow use by any/all position classifications within all organization units that report to the County Administrator:

- *GBA Request Manager*™ for service requests
- *GBA Work Order Manager*™ for work orders
- *GBA Work Master*® for scheduled routine maintenance
- *gbaMS GIS Server*™ for GIS integration
- *gbaMS Web Citizen*™ to provide access (via the Internet) for submittal of service requests
- *GBA Warehouse Master*™ for material/inventory
- *GBA GIS Manager*™ and *GBA GIS Analyst*™ for GIS integration
- *gbaMS Roads Solutions Bundle* for road, drainage and traffic control assets
  - *GBA Roads Master*™
  - *GBA Bridge Master*™
  - *GBA Right-of-Way Master*™
  - *GBA Storm Master*®

**EXHIBIT "D"**  
**Schedule of Services**

- *GBA Sign Master™*
- *GBA Signal Master™*
- *GBA Street Light Master™*
- **gbaMS Traffic Analysis Solutions Bundle for traffic operations**
  - *GBA Accident Manager™*
  - *GBA Traffic Volumes Manager™*
- *GBA Parks Master™* for parks and recreation assets
- *GBA Fleet Master™* for fleet and equipment assets
- **gbaMS Facilities Solutions Bundle for facility assets**
  - *GBA Facilities Master™*
  - *GBA Equipment Master™*
- *GBA Mobile Manager™* and *GBA Mobile Work Manager™* for field crews
- *gbaMS API™* for integration/interface development
- Interfaces with external data collection systems
  - Bar Coding Import
  - Fueling Import

### **D.3 IMPLEMENTATION PLAN**

#### **D.3.1 Installation**

Installation components of the *GBA Master Series* software will be downloaded directly (as a single zip file or an ISO image) by the County from the gbaMS Clients Only Web site. Once downloaded, we will assist the County's assigned System Administrator with installing the System application components. Installation efforts include

- Establishment of multiple environments for testing, production, backup and recovery
- Definition of a core set of end-user accounts with initial security roles
- Configuration of integration with the County's Active Directory
- System-level testing to ensure satisfactory performance, and (if necessary) performance tuning actions

Documentation (in electronic formats allowing reproduction by the County) that will be provided as Installation deliverables includes

- On-line Help system
- Administration Manuals, User Manuals and Training Guides with tutorial videos
- Installation Help Guide and Security Help Guide
- Version Release Notes, Installation Quick Guides and Upgrade Checklists
- Data dictionaries with descriptions of table/field attributes and relationship diagrams

#### **D.3.2 Configuration**

A "discovery effort" will be completed through a Workshop with the objective to determine the specifics of

- Workflows to support with the System
- Data to collect and maintain
- Electronic documents to link to System records
- Reporting requirements

**EXHIBIT "D"**  
**Schedule of Services**

- Various end-user access and use requirements

From the information gleaned from these discussions, we will initially configure the System with

- Parameters ("Categories"; "Problems", "Causes" and "Tasks"; "Resources"; and "Notifications") for the *GBA Work Master*® "Work Flow Setup" module
- Templates for the *gbaMS Dashboard* application, and Web grids and Web forms for various products
- Standard report templates that will be regularly used
- Any required custom report templates that need to be developed
- Settings for field properties (including field captions, required fields, edit controls, default values)
- End-user group and individual Security permissions

After the initial System configuration is complete, we will facilitate a second Workshop to provide County staff a presentation of the configured System to determine if any revisions are necessary. Our expectation is the configuration efforts will be iterative, and the County will provide timely feedback regarding the information above that is to be incorporated into the System.

Once the final configuration has been applied, we provide documentation regarding all System and application parameters, templates, field properties, etc.

We assume any custom report templates considered by the Bureau as necessary for the System will be developed by the County (using Crystal Reports). If instead the County chooses to utilize *gbaMS* to develop needed templates, the associated efforts will be considered additional services.

#### **D.3.3 Data Migration**

The RFP indicates the County desires loading of asset and property data into the System. If the source of this data is the County's GIS, the data loading will be completed as described in the Integration task. If the source(s) of the information is ASCII-delimited files and/or ODBC databases, the inherent Data Import application will be used to complete the data source/target field mapping and subsequent data loading.

We assume asset and property data will be "loaded" into the System, and the source(s) of such data will be the County's GIS, ODBC database(s) and/or ASCII-delimited file(s).

#### **D.3.4 Integration**

Using the "Geodatabase Synchronization Setup" application provided with *GBA GIS Manager*™, we will configure the System to link directly to the asset feature classes managed within the County's GIS. This configuration allows for attribute field mapping from the feature classes to the associated *GBA Master Series* asset tables. The County will determine which GIS attributes to share with the System, and which to maintain solely in the GIS.

Once synchronization tables are configured, data from the County's GIS (attribute and spatial information for assets, and (if available) street names, customer addresses, and customer contact information) will be incorporated into the System using the *GBA GIS Data Loader* application provided

**EXHIBIT "D"**  
**Schedule of Services**

**Quality Assurance**

We employ the following quality assurance procedures in our *GBA Master Series* product development practices:

- Unit tests on core business objects against multiple databases on multiple database platforms and versions
- Daily tests that validate database structure to ensure uniformity of design and conformation with our internal standards (as well as industry standards)
- Regular user interface testing and quality assurance by our staff to ensure products are user-friendly, and free of problems not identified by automated tests

We perform load testing is performed at our corporate headquarters, using Microsoft Visual Studio Test System (VSTS) to design and run the tests. Multiple test patterns are chosen to simulate different usage scenarios.

**D.3.6 Training**

**D.3.6.1 System Administration**

The System administration training we will provide focuses on

- Software installation and maintenance
  - Completing procedures as outlined in the software's Installation Help Guide for initial installation and upgrades
  - Review of *GBA Master Series* technical support and software maintenance services and resources available through our Annual Support & Maintenance (ASM) Program
  - Review of System upgrade procedures
  - Discussion of the County's current backup and recovery practices, and suggested practices specific to the System
- Security
  - Completing procedures as outlined in the software's Security Help Guide for defining end-user group and individual permissions for software access and use
- User interfaces
  - Completing procedures for creating end-user "Home" Web pages for use with *gbaMS Dashboard*
  - Completing procedures for creating personalized user interfaces for *GBA Master Series* Web products using the inherent *gbaMS UI Administrator* application
- Workflows
  - Creating Categories for service requests and work orders using the *GBA Work Master Work Flow Setup* module to support desired Bureau/Division workflows
  - Creating Problems, Causes and Tasks pick-lists for use with services requests and work orders
  - Creating Resources (Employees, Crews, Contractors, Equipment, Materials, Fluids) pick-lists for use with services requests and work orders



**EXHIBIT “D”**  
**Schedule of Services**

- Setting up Notifications to alert end-users of service request and work order assignments, past-due assignments, and e-mail messages to “Customers” related to service request submittals
- Documents
  - Completing procedures for establishing links between System records and externally managed electronic documents
- Field properties
  - Editing data field captions, setting required fields, controlling edits, and setting default values
- GIS integration
  - Setting up and configuring the geodatabase connection with the System
  - Establishing attribute field mapping from GIS feature classes to the associated *GBA Master Series* asset tables using the *GBA GIS Manager Geodatabase Synchronization Setup* application
  - Incorporating data from the GIS into the System using the using the *GBA GIS Data Loader* application
  - Configuring map-related query and display functions to be supported by the System
- Data Import/Export
  - Importing data using the Data Import application, and exporting data using the inherent “Browse” feature and reporting capabilities

System administration training efforts will be completed in conjunction with completion of the other implementation efforts. The intent of this training is to enable the System Administrator to be reasonably self-sufficient in applying system upgrades, and making modifications to the System configuration and GIS integration as needed in the future.

#### D.3.6.2 End-User

We provide end-user training that will be customized according to specifics of the implemented System – products, configuration and GIS integration. End-user training will be comprised of the elements outlined below.

General

The focus of these sessions will be on use of the general features of the System including

- **Dashboard:** Using “Home” pages with personalized real-time System content
- **Filter:** Creating System queries to produce specific record sets
- **Locate:** Quickly finding a specific record within the current “Filter”
- **Document Control:** Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to System records
- **Show in Map:** Opening map and zooming to assets and locations (customer addresses, work sites, etc.)
- **Browse:** Creating and exporting ad-hoc reports
- **Reports:** Using standard report templates

**EXHIBIT “D”  
Schedule of Services**

Assets

The focus of these sessions will be on following desired workflows for

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Viewing linked electronic documents
- Interpreting asset lifecycle costs
- Using GIS to locate assets and work locations, and display condition assessment data
- Producing operational, management and regulatory reports

Maintenance

The focus of these sessions will be on following desired workflows for

- Creating, assigning, routing and completing service requests
- Creating, assigning, routing, scheduling and completing work orders in response to service requests
- Viewing linked electronic documents
- Establishing work order templates for recurring activities, and preventive maintenance (PM) schedules for assets
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Maintaining inventories of parts and materials used on work orders by tasks and facilities
- Using the *GBA Work Master* “Planning and Budgeting” module to develop and analyze annual work plans by activity
- Using GIS to locate customers, assets and work locations
- Producing operational, management and regulatory reports

We assume end-user training will be delivered using a “Train the Trainer” approach as described below.

- We suggest County staff be segregated into specific “User Groups” with common needs regarding system access and functionality, and tailor the various end-user training sessions to meet the specific needs of each various User Groups.
- We suggest the County form a “Core Team” to participate in the training efforts, and this Core Team be comprised of no more than ten (10) individuals with representatives from each of the defined User Groups.

We consider the primary advantage of the Train-the-Trainer approach is the self-sufficiency of the County gained by having this Core Team in place and capable of effectively transferring necessary knowledge in operation and use of the system. Through the acquired capabilities of the Core Team, the County can

- Dictate the pace for “rolling out” the system to all other end-users
- Efficiently bring new end-users “up to speed” as personnel changes occur, and/or as use of the system expands

**EXHIBIT “D”**  
**Schedule of Services**

- Improve the proficiencies of experienced users as new enhancements to the system are provided through future *GBA Master Series* software upgrades

**D.3.7 Go-Live**

Immediately following Installation, the County will have access to the technical support services and resources available through our ASM Program described in following sub-Section. We will assist the System Administrator with the “Go-Live” transition of the System from the Test Environment to the Production Environment, and assure all end-users have proper accessibility and are capable of performing their intended operations. Specific processes/procedures for this transition will be documented in a Continuity of Operations Action Plan deliverable.

To enable the County to effectively utilize the services and resources available through the ASM Program on an on-going basis, we will review documentation and processes for submitting technical support issues to our Help Desk.

**D.3.8 Post Go-Live Support**

We will complete an on-site trip several months following Go-Live to address topics of interest to the County (configuration optimization, refresher training, etc.)

**D.4 EFFORT AND COSTS**

Table D.1 provides a summary of

- The various Implementation tasks proposed, and their respective levels of effort (i.e., hours)
- The cost breakdown by labor and expenses for each task, and their respective total costs
- Notes describing unit labor rates and estimates for expenses

**D.5 TIMELINE**

A timeline we consider reasonable for implementation of the System is provided as Figure D.1.

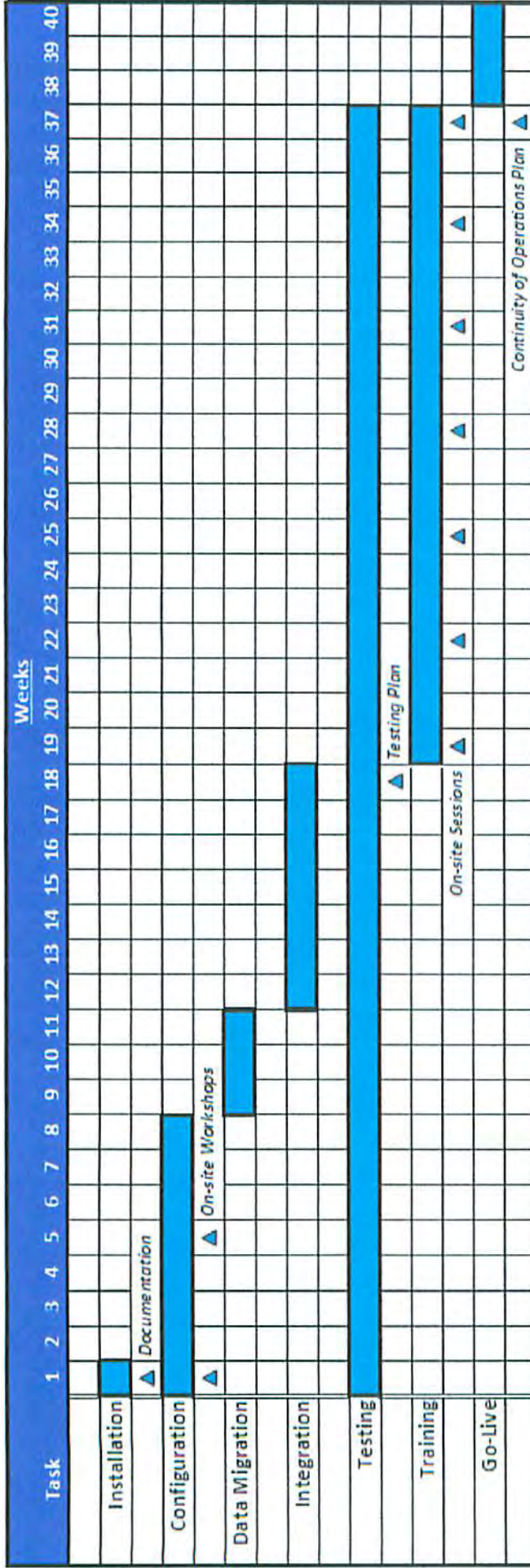
**EXHIBIT "D"**  
**Schedule of Services**

**TABLE D.1 – Implementation Plan Efforts and Cost**

	<b>Task</b>	<b>Hours</b>	<b>Labor Cost<sup>1</sup></b>	<b>Direct Expenses<sup>2</sup></b>	<b>Total Cost</b>
1	Installation	23	\$2,645.00	\$224.00	\$2,869.00
2	Configuration	100	\$11,500.00	\$1,935.50	\$13,435.50
3	Data Migration	24	\$2,760.00	\$0.00	\$2,760.00
4	Integration	145	\$16,675.00	\$0.00	\$16,675.00
5	Testing	40	\$4,600.00	\$0.00	\$4,600.00
6	Training	363	\$41,745.00	\$0.00	\$41,745.00
7	Go-Live	24	\$2,760.00	\$8,998.50	\$11,758.50
8	Post Go-Live Support	45	\$5,175.00	\$1,285.50	\$6,460.50
<b>TOTALS</b>		<b>764</b>	<b>\$87,860.00</b>	<b>\$12,443.50</b>	<b>\$100,303.50</b>
<b>Notes</b>					
<sup>1</sup> Standard labor rate is \$115.00 per hour.					
<sup>2</sup> Estimates of travel expenses include \$450.00 per on-site trip for airfare, and \$75.00 per on-site day for ground transportation (these will be billed at actual cost). Expenses for lodging, meals and incidentals are limited to the applicable U.S. General Services Administration rates (\$103.00 per night, and \$46 per day). Rates for first and last calendar day of travel are calculated at 75 percent.					

**EXHIBIT "D"**  
Schedule of Services

**FIGURE 1. Implementation Plan Timeline**





**EXHIBIT "E"**  
**Schedule of Costs and Invoicing**

The following table summarizes costs and invoicing for the software licenses and services to be provided by gbaMS to the County for the Project.

Item	Total	Invoicing
Software License Fees (reference Exhibit "B")	\$168,500.00	One hundred percent (100%) will be invoiced upon shipment of software by gbaMS
ASM Program Fees – First Year (reference Exhibit "C")	\$37,700.00	One hundred percent (100%) will be invoiced at end of warranty period
Services Costs (reference Exhibit "D")	\$100,303.50	Invoiced monthly on basis of percent completion of each Implementation Plan task
<b>TOTAL – Project Costs</b>		
	<b>\$306,503.50</b>	
ASM Program Fees – Renewals (reference Exhibit "C")		One hundred percent (100%) will be invoiced sixty (60) days prior to ASM Program expiration date

**EXHIBIT "E"**  
**Schedule of Costs and Invoicing**

## **Additional Services Price List**

### ***Training (amounts do not include project management fees)***

Option 1 Onsite \$1,500 per day plus directs (travel expenses)

\* Each application may require different amounts of days of training. GBA Master Series will work with each client to determine specific amount of sessions needed.

Option 2 Web \$400 per each 2 hour session

\* Each application requires a different amount of web sessions. GBA Master Series will work with each client to determine specific amount of sessions needed.

Option 3 Kansas City Corporate Office training \$1,000 per day

\* Client would make own travel arrangements to GBA Master Series Corporate offices for training

### ***Implementation Services (amounts do not include project management fees)***

Remote Services \$100 per hour

Custom Report Writing \$75 per hour

Custom Programming \$125-\$150 per hour

### ***Project Management***

Administration fee – 15% of total cost of services

\* Project Management is a percentage of training and services costs to cover administration fees associated with project management and will fluctuate with changes in the services contracted for.

Note: All prices are in US Dollars and sales tax is not included.



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

**AI-737**

**County Administrator's Report Item #: 11. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Design Services – Mahogany Mill Boat Ramp and Mahogany Mill Road, PD 10-11.021

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Contract Award for PD 10-11.021, Design Services – Mahogany Mill Boat Ramp and Mahogany Mill Road - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract with allowances to Hammond Engineering, Inc., per PD 10-11.021, Design Services – Mahogany Mill Boat Ramp and Mahogany Mill Road, for a lump sum amount of \$89,220 and allowances of \$27,470, for a total of \$116,690 for design services.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220811, Mahogany Mill Boat Ramp, \$81,000; Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project Number 08NE0018, \$27,000; Fund 151, Community Redevelopment, Cost Center 220519, CRA Barrancas, \$8,690]

**BACKGROUND:**

Request for Letters of Interest, PD 10-11.021, Design Services – Mahogany Mill Boat Ramp and Mahogany Mill Road were publicly noticed on Friday, January 21, 2011, to 76 known firms. Responses from 10 firms were received on Monday February 7, 2011.

**BUDGETARY IMPACT:**

[Funding: Fund 110 Other Grants & Projects, Cost Center 220811 Mahogany Mill Boat Ramp, \$81,000, Fund 352 LOST III, Cost Center 220102 NESD Capital Projects, Project Number 08NE0018, \$27,000, Fund 151 Community Redevelopment, Cost Center 220519 CRA Barrancas, \$8,690]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form G, Consulting Services, Stand Alone Project)

**PERSONNEL:**

N/A



**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinance of Escambia County, Florida, 1999, Chapter 46, Finance, Article Purchases and Contracts and F.S. 287,055 "Consultants' Competitive Negotiation Act".

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract and Purchase Order.

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**Attachments**

Fee Proposal

Hammond Engineering, Inc.

15-Apr-11

Consulting Services for  
 Mahogany Mill Boat Ramp and Mahogany Mill Road  
 PD 10-11.021  
**Fee Schedule**

Activity	Clerical		Engineering Tech.		Surveying Tech		Field Crew		Drill Rig Crew		Scientist		Engineer		Landscape Architect		Prof. Surveyor		Sr. Engineer		Manhours by task	Task Fee
	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate	manhours	rate		
Task 100 - Coordination with Public and Governmental Agencies	80	\$30.00	100	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	0	\$75.00	36	\$75.00	40	\$100.00	0	\$125.00	24	\$140.00	280	\$17,460.00
Task 200 - Environmental Resource Consulting	40	\$30.00	0	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	78	\$75.00	0	\$75.00	0	\$100.00	0	\$125.00	0	\$140.00	118	\$7,050.00
Task 300 - Design Services	160	\$30.00	280	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	20	\$75.00	160	\$75.00	65	\$100.00	0	\$125.00	80	\$140.00	765	\$50,000.00
Task 400 - Bidding Estimates	58	\$30.00	58	\$50.00	0	\$50.00	0	\$145.00	0	\$175.00	26	\$75.00	56	\$75.00	0	\$100.00	0	\$125.00	28	\$140.00	226	\$14,710.00
Task 500 - Allowances																						\$27,470.00
TOTALS	338		438		0		0		0		124		252		105		0		132		1,389	\$116,690.00

**Escambia County Design and Engineering Services  
Hammond Engineering, Inc.**

<b>Position</b>	<b>2011 Hourly Rate</b>	<b>Overhead</b>	<b>Profit</b>	<b>Billing Rate</b>	<b>Proposed Billing Rate</b>
<b>Clerical</b>	\$12.00	160.00%	12.00%	\$34.94	\$30.00
<b>Engineering Tech</b>	\$20.00	160.00%	12.00%	\$58.24	\$50.00
<b>Surveying Tech</b>	\$20.00	160.00%	12.00%	\$58.24	\$50.00
<b>Field Crew</b>	\$50.00	160.00%	12.00%	\$145.60	\$145.00
<b>Drill Rig Crew</b>	\$65.00	160.00%	12.00%	\$189.28	\$175.00
<b>Scientist</b>	\$28.00	160.00%	12.00%	\$81.54	\$75.00
<b>Engineer</b>	\$28.00	160.00%	12.00%	\$81.54	\$75.00
<b>Prof. Surveyor</b>	\$45.00	160.00%	12.00%	\$131.04	\$125.00
<b>Sr. Engineer</b>	\$48.08	160.00%	12.00%	\$140.01	\$140.00
<b>Landscape Architect</b>	\$34.34	160.00%	12.00%	\$100.00	\$100.00



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

AI-801

County Administrator's Report Item #: 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Contract Amendment #2 to PD 05-06.077, State Road 173 (Blue Angel Parkway) – Project Development and Environmental (PD&E) Studies

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Amendment #2 to PD 05-06.077, State Road 173 (Blue Angel Parkway) – Project Development and Environmental (PD&E) Studies - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to sign Amendment #2 to the Design Agreement between Escambia County, Florida, and HDR Engineering, Inc., PD 05-06.077, PD&E Studies for State Road 173 (Blue Angel Parkway), from State Road 292 (Sorrento Road) to U.S. Highway 98 (Lillian Highway), as follows:

A. Section 2.1 is amended to read, as follows:

Under this Agreement, Escambia County will budget funds during Fiscal Years(s) 06-07, ~~and 07-08 and 10-11~~ in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Seven Hundred Thousand Dollars (1,700,000.00)~~ Two Million Thirteen Thousand Four Hundred Ninety Seven Dollars (\$2,013,497.00) for the Design Phase of this project for a new combined total of ~~Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00)~~ Two Million Nine Hundred Sixty Three Thousand Four Hundred Ninety Seven Dollars (\$2,963,497.00).

B. Section 5.1 is amended to read, as follows:

COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Seven Hundred Thousand Dollars (1,700,000.00)~~ Two Million Thirteen Thousand Four Hundred Ninety Seven Dollars (\$2,013,497.00) for the Design Phase of this project for a new combined total of ~~Two Million Six~~

~~Hundred Fifty Thousand Dollars (\$2,650,000.00)~~ Two Million Nine Hundred Sixty Three Thousand Four Hundred Ninety Seven Dollars (\$2,963,497.00). Final payment will be subject to approval by the Board of County Commissioners.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0038 "Blue Angel Parkway"]

**BACKGROUND:**

The modification of design services are desired by both Parties as a continuation of PD 05-06.077, State Road 173 (Blue Angel Parkway) Project Development and Environment (PD&E) Studies. Also, adding additional sidewalk design services between State Road 292 (Sorrento Road) to NAS Pensacola (West Gate) to provide sidewalk interconnectivity between State Road 292 (Sorrento Road), NAS Pensacola, and CR 292A (Old Gulf Beach Highway). The design modification was determined with the final review of the PD&E Report and will change cross-sections from Rural to Urban reducing storm-water and wetland mitigation needs reducing construction and right-of-way cost in excess of Fifteen Million (15,000,000) Dollars. Original Project (PD&E) was approved by the Board of County Commissioners on October 16, 2006.

**BUDGETARY IMPACT:**

[Funding: Fund 352 "LOST III, Cost Center 210107, Object Code 56301, Project #08EN0038 "Blue Angel Parkway"]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Contract amendment reviewed as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Blue Angel Fee Proposal

Blue Angel Sidewalks Fee Proposal

Contract Amendment #2

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: SR 173 (Blue Angel Pkwy) From SR 292 To U.S. 98 Supplement #1  
 County: Escambia  
 FPN: 421012-1-52-01  
 FAP No.: N/A

Consultant Name: HDR  
 Consultant No.:  
 Date: 5/5/2011  
 Estimator: JW

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief/QC Engineer	Senior Engineer	Senior Scientist	Engineer	Scientist	Engineering Intern	Technician	Geotech	Survey	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$60.19	\$71.07	\$62.32	\$57.91	\$37.52	\$29.43	\$27.92	\$22.27	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
3. Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	966	97	48	48	0	242	0	290	241	0	0	0	0	966	\$34,785	\$36.01
6. Drainage Analysis	974	97	49	49	0	244	0	292	243	0	0	0	0	974	\$35,094	\$36.03
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - BDR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Wall Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	1,940	194	97	97	0	486	0	582	484	0	0	0	0	1,940		
<b>Total Staff Cost</b>		\$11,676.86	\$6,893.79	\$6,045.04	\$0.00	\$18,234.72	\$0.00	\$16,249.44	\$10,778.68	\$0.00	\$0.00	\$0.00	\$0.00		\$69,878.53	\$36.02

Check = \$69,878.53

Form Revised 3/28/05

Survey Field Days by Subconsultant 4 - Person Crew.
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SALARY RELATED COSTS:		\$69,878.53
OVERHEAD:	165%	\$115,481.26
OPERATING MARGIN:	6%	\$4,192.71
FCCM (Facilities Capital Cost Money):	0.53%	\$371.75
EXPENSES:	11.34%	\$7,924.23

Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey (Field - if by Prime)	0.00	4-man crew days @	\$ - / day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$197,848.48</b>
Subconsultant: DRMP				\$7,315.00
Subconsultant: PSI				\$39,503.50
Subconsultant: Sub 3				\$0.00
Subconsultant: Sub 4				\$0.00
Subconsultant: Sub 5				\$0.00
Subconsultant: Sub 6				\$0.00
Subconsultant: Sub 7				\$0.00
Subconsultant: Sub 8				\$0.00
Subconsultant: Sub 9				\$0.00
Subconsultant: Sub 10				\$0.00
Subconsultant: Sub 11				\$0.00
Subconsultant: Sub 12				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$244,666.98</b>
Geotechnical Field and Lab Testing (See Subconsultant)				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$244,666.98</b>
Optional Services				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$244,666.98</b>

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Blue Angel Pkwy Sidewalk from Navy Base Entrance to SR 292  
 County: Escambia  
 FPN: 421012-1-52-01  
 FAP No.: N/A

Consultant Name: HDR  
 Consultant No.: enter consultants proj. number  
 Date: 5/5/2011  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief/QC Engineer	Senior Engineer	Senior Scientist	Engineer	Scientist	Engineering Intern	Technician	Geotech	Surveyor & Mapper IV	PM Srvy & Mapper 1	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$60.19	\$71.07	\$62.32	\$57.91	\$37.52	\$29.43	\$27.92	\$22.27	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	115	12	6	6	0	29	0	35	29	0	0	0	0	117	\$4,234	\$36.19
5. Roadway Plans	194	19	10	10	0	49	0	58	49	0	0	0	0	195	\$7,027	\$36.03
6. Drainage Analysis	62	6	3	3	0	16	0	19	16	0	0	0	0	63	\$2,248	\$35.69
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - BDR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Marking Analysis	16	2	1	1	0	4	0	5	4	0	0	0	0	17	\$633	\$37.21
20. Signing & Marking Plans	8	1	0	0	0	2	0	2	2	0	0	0	0	7	\$236	\$33.66
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	67	0	0	0	0	0	0	0	0	0	13	17	37	67	\$0	\$0.00
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Wall Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	462	40	20	20	0	100	0	119	100	0	13	17	37	466		
<b>Total Staff Cost</b>		\$2,407.60	\$1,421.40	\$1,246.40	\$0.00	\$3,752.00	\$0.00	\$3,322.48	\$2,227.00	\$0.00	\$0.00	\$0.00	\$0.00		\$14,376.88	\$30.85

Check = \$14,376.88

Form Revised 3/28/05

Survey Field Days by Subconsultant 4 - Person Crew.
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SALARY RELATED COSTS:		\$14,376.88
OVERHEAD:	165%	\$23,759.23
OPERATING MARGIN:	6%	\$862.61
FCCM (Facilities Capital Cost Money):	0.53%	\$76.49
EXPENSES:	11.34%	\$1,630.34

Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey (Field - if by Prime)	19	4-man crew	\$ - / day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		days @		<b>\$40,705.55</b>
Subconsultant: DRMP				\$26,390.00
Subconsultant: PSI (170lf Hand Auger * 10.20/lf)				\$1,734.00
Subconsultant: Sub 3				\$0.00
Subconsultant: Sub 4				\$0.00
Subconsultant: Sub 5				\$0.00
Subconsultant: Sub 6				\$0.00
Subconsultant: Sub 7				\$0.00
Subconsultant: Sub 8				\$0.00
Subconsultant: Sub 9				\$0.00
Subconsultant: Sub 10				\$0.00
Subconsultant: Sub 11				\$0.00
Subconsultant: Sub 12				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$68,829.55</b>
Geotechnical Field and Lab Testing				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$68,829.55</b>
Optional Services				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$68,829.55</b>

**AMENDMENT #2 TO THE DESIGN AGREEMENT BETWEEN  
HDR ENGINEERING, INC. AND ESCAMBIA COUNTY, FLORIDA FOR  
PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDIES  
STATE ROAD 173 (BLUE ANGEL PARKWAY) FROM  
STATE ROAD 292 (SORRENTO ROAD) TO  
U.S. HIGHWAY 98 (LILLIAN HIGHWAY), PD 05-06.077**

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT made and entered into on the 19<sup>th</sup> day of May 2011, by and between Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 223 South Palafox Place, Pensacola, Florida 32597-1591 (hereinafter referred to as the "Employer") and HDR Engineering, Inc. with administrative offices at 25 West Cedar Street, Suite 200, Pensacola, Florida 32502, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Parties have agreed to revise certain duties relating to the performance of this Agreement, which necessitates certain amendments to the Project Development and Environmental (PD&E) Studies Agreement to include Design Services.

**WHEREAS**, Section 9.10 (b) of that Agreement provides for amendment by written agreement of the parties.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises, covenants, hereinafter set forth, the Employer and the Consultant agree as follows:

1. That of the Agreement between the Employer and Consultant, which was approved by the Board of County Commissioners on October 16, 2006, as amended by the First Amendment on June 21, 2007, is hereby revised as it relates to Agreement Declarations as follows:

A. Section 2.1 is amended to read as follows:

Under this Agreement, Escambia County will budget funds during Fiscal Years(s) 06-07, ~~and 07-08~~ and 10-11 in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Seven Hundred Thousand Dollars (\$1,700,000.00)~~ Two Million Thirteen Thousand Four Hundred Ninety Seven Dollars (2,013,497.00) for the Design Phase of this project for a new combined total of ~~Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00)~~ Two Million Nine Hundred Sixty Three Thousand Four Hundred Ninety Seven Dollars (2,963,497.00).

B. Section 5.1 is amended to read as follows:



**COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Seven Hundred Thousand Dollars (1,700,000.00)~~ Two Million Thirteen Thousand Four Hundred Ninety Seven Dollars (2,013,497.00) for the Design Phase of this project for a new combined total of ~~Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00)~~ Two Million Nine Hundred Sixty Three Thousand Four Hundred Ninety Seven Dollars (2,963,497.00). Final payment will be subject to approval by the Board of County Commissioners.

2. That the Parties hereby agree that all other provisions of the Agreement of October 16, 2006 that are not in conflict with the provisions of this Second Amendment shall remain in full force and effect.
3. That the effective date of this Second Amendment shall be on the date last executed by the Parties hereto.
4. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

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**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Charles R. "Randy" Oliver,  
County Administrator

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

\_\_\_\_\_  
Witness

BCC Approved May 19, 2011

CONSULTANT:  
HDR Engineering, Inc., a Nebraska Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Robert Kellner PE, Vice President

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

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

This document approved as to form and legal sufficiency.

By: *Justin Hall*

Title: HCH

Date: 3/5/11



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

**AI-802**

**County Administrator's Report Item #: 11. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Contract Amendment #3 to PD 05-06.078, PD&E Studies for Pinestead Road – Longleaf Drive Corridor from Pine Forest Road to U.S. Highway 29

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Amendment #3 to PD 05-06.078, Project Development and Environment (PD&E) Studies Pinestead Road – Longleaf Drive Corridor from Pine Forest Road To U.S. Highway 29 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to sign Amendment #3 to the Design Agreement between Escambia County, Florida, and Baskerville-Donovan, Inc., PD 05-06.078, Project Development and Environment (PD&E) Studies Pinestead Road – Longleaf Drive Corridor, from Pine Forest Road To U.S. Highway 29, as follows [Funding: Fund 352, "LOST III, Cost Center 210107, Object Code 56301, Project #08EN0078; Pinestead/Longleaf]:

A. Section 2.1 is amended to read, as follows:

Under this Agreement, Escambia County will budget funds during Fiscal Years(s) 06-07, ~~and 08-09 and 10-11~~ in the amount of One Million, Seven Hundred Sixty Nine Thousand Seven Hundred Dollars (\$1,769,700.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Five Hundred Seventy Five Thousand Four Hundred Ninety Eight Dollars and One Cent (\$1,575,498.01)~~ Three Million Sixty Four Thousand Two Hundred Sixty Six Dollars and Fifty Cents (\$3,064,266.50) for the Design Phase of this project for a new combined total of ~~Three Million Three Hundred Forty Five Thousand One Hundred Ninety Eight Dollars and One Cent (\$3,345,198.01)~~ Four Million Eight Hundred Thirty Three Thousand Nine Hundred Sixty Six Dollars and Fifty Cents (\$4,833,966.50).

B. Section 5.1 is amended to read, as follows:

COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C", attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Million, Seven Hundred Sixty Nine Thousand Seven Hundred Dollars (\$1,769,700.00) for the

Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Five Hundred Seventy Five Thousand Four Hundred Ninety Eight Dollars and One Cent (\$1,575,498.01)~~ Three Million Sixty Four Thousand Two Hundred Sixty Six Dollars and Fifty Cents (\$3,064,266.50) for the Design Phase of this project for a new combined total of ~~Three Million Three Hundred Forty Five Thousand One Hundred Ninety Eight Dollars and One Cent (\$3,345,198.01)~~ Four Million Eight Hundred Thirty Three Thousand Nine Hundred Sixty Six Dollars and Fifty Cents (\$4,833,966.50). Final payment will be subject to approval by the Board of County Commissioners.

**BACKGROUND:**

The continuation of design services are desired by both Parties as a continuation of PD 05-06.078, Project Development and Environment (PD&E) Studies Pinestead-Longleaf Connector from Pine Forest Road to U.S. Highway 29. This project is to provide an east/west connector/extension of State Road 742 (Burgess/Creighton) and State Roads 173, 297 (Blue Angel Parkway, Pine Forest Road) and US 29. The design funds granted by Florida Department of Transportation (FDOT) match was to complete 60% design based available state funds at that time. Additional funds were allocated in LOST III to complete a 100% Roadway Design; however, County Traffic Operations Staff will be requesting an additional match in 2011, Transportation Regional Incentive Program (TRIP). Any additional funds received will be allocated to right-of-way and construction cost. Original Project (PD&E) was approved by the Board of County Commissioners on October 16, 2006.

**BUDGETARY IMPACT:**

[Funding: Fund 352 "LOST III, Cost Center 210107, Object Code 56301, Project #08EN0078 "Pinestead/Longleaf"]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Contract amendment reviewed as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Revised Scope of Work

Fee Proposal

Contract Amendment #3

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Pinestead Longleaf Corridor  
 County: Escambia County  
 FPN: 25882  
 FAP No.: N/A

Consultant Name: Baskerville-Donovan Inc.  
 Consultant No.: 25882  
 Date: 5/5/2011  
 Estimator: Staff

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Designer	CADD Technician	Clerical	Professional Land Surveyor	Staff Classification	Staff Classification	Staff Classification	Staff Classification	SH	Salary	Average
		\$48.65	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General Tasks	652	163	65	163	130	65	33	33	0	0	0	0	0	652	\$27,719	\$42.51
4. Roadway Analysis	711	71	107	249	142	71	36	36	0	0	0	0	0	712	\$30,745	\$43.18
5. Roadway Plans	1,256	126	126	188	377	188	188	63	0	0	0	0	0	1,256	\$47,031	\$37.44
6. Drainage Analysis	129	13	13	26	52	13	6	6	0	0	0	0	0	129	\$5,178	\$40.14
7. Utilities	542	54	54	108	163	81	54	27	0	0	0	0	0	541	\$21,020	\$38.85
8. Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	239	24	36	72	48	24	24	12	0	0	0	0	0	240	\$10,026	\$41.77
10. Structures - BDR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	120	6	24	36	24	12	12	6	0	0	0	0	0	120	\$5,081	\$42.35
12. Structures - Short Span Concrete	512	26	77	128	128	77	51	26	0	0	0	0	0	513	\$20,574	\$40.10
13. Structures - Medium Span Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	252	25	50	63	50	25	25	13	0	0	0	0	0	251	\$10,609	\$42.27
19. Signing & Marking Analysis	801	80	160	240	160	80	40	40	0	0	0	0	0	800	\$34,982	\$43.73
20. Signing & Marking Plans	268	27	40	67	40	40	40	13	0	0	0	0	0	267	\$10,689	\$40.03
21. Signalization Analysis	670	67	134	201	134	67	34	34	0	0	0	0	0	671	\$29,317	\$43.69
22. Signalization Plans	277	28	42	69	42	42	42	14	0	0	0	0	0	279	\$11,145	\$39.95
23. Lighting Analysis	88	35	48	0	0	0	0	4	0	0	0	0	0	87	\$4,656	\$53.51
24. Lighting Plans	26	10	14	0	0	0	0	1	0	0	0	0	0	25	\$1,345	\$53.80
25. Landscape Architecture Analysis	997	50	100	399	249	100	50	50	0	0	0	0	0	998	\$41,955	\$42.04
26. Landscape Architecture Plans	734	37	37	184	220	110	110	37	0	0	0	0	0	735	\$27,170	\$36.97
27. Survey (Field & Office Support)	204	0	0	0	0	0	112	0	92	0	0	0	0	204	\$5,892	\$28.88
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Wall Analysis	227	23	34	79	45	23	11	11	0	0	0	0	0	226	\$9,776	\$43.26
<b>Total Staff Hours</b>	<b>8,705</b>	<b>865</b>	<b>1,161</b>	<b>2,272</b>	<b>2,004</b>	<b>1,018</b>	<b>868</b>	<b>426</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,706</b>		
<b>Total Staff Cost</b>		<b>\$42,082.25</b>	<b>\$69,776.10</b>	<b>\$112,509.44</b>	<b>\$72,264.24</b>	<b>\$29,267.50</b>	<b>\$18,228.00</b>	<b>\$7,242.00</b>	<b>\$3,540.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$354,909.69</b>	<b>\$40.77</b>

Check = \$354,909.69

Form Revised 3/28/05

Survey Field Days by Subconsultant  
 4 - Person Crew:

SALARY RELATED COSTS:		\$354,909.69
OVERHEAD:	168%	\$596,248.28
OPERATING MARGIN:	35%	\$124,218.39
FCCM (Facilities Capital Cost Money):	1.50%	\$5,323.65
EXPENSES:	10.39%	\$36,875.12
Survey (Field - if by Prime)	27 days @	\$36,603.36
	4-man crew	\$ 1,355.68 / day
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$1,154,178.49</b>
Allowance for School Access Analysis and Design		\$150,000.00
Subconsultant: Professional Service Industries, Inc.		\$14,750.00
Subconsultant: Thompson Engineering		\$38,200.00
Subconsultant: Engineering & Planning Resources, PC		\$111,640.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$1,468,768.49</b>
Geotechnical Field and Lab Testing (By PSI)		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$1,468,768.49</b>
Optional Services		\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$1,468,768.49</b>

- Notes:
- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
  - Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Pinestead Longleaf Corridor  
 County: Escambia County  
 FPN: 25882  
 FAP No.: N/A

Consultant Name: Baskerville-Donovan Inc.  
 Consultant No.: 25882  
 Date: 5/5/2011  
 Estimator: Staff

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Designer	CADD Technician	Clerical	Professional Land Surveyor	Staff Classification	Staff Classification	Staff Classification	Staff Classification	SH	Salary	Average
		\$48.65	\$60.10	\$49.52	\$36.06	\$28.75	\$21.00	\$17.00	\$38.48	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
3. Project General Tasks	652	163	65	163	130	65	33	33	0	0	0	0	0	652	\$27,719	\$42.51
4. Roadway Analysis	711	71	107	249	142	71	36	36	0	0	0	0	0	712	\$30,745	\$43.18
5. Roadway Plans	1,256	126	126	188	377	188	188	63	0	0	0	0	0	1,256	\$47,031	\$37.44
6. Drainage Analysis	129	13	13	26	52	13	6	6	0	0	0	0	0	129	\$5,178	\$40.14
7. Utilities	542	54	54	108	163	81	54	27	0	0	0	0	0	541	\$21,020	\$38.85
8. Environmental Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	239	24	36	72	48	24	24	12	0	0	0	0	0	240	\$10,026	\$41.77
10. Structures - BDR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	120	6	24	36	24	12	12	6	0	0	0	0	0	120	\$5,081	\$42.35
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14. Structures - Structural Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
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<b>Total Staff Cost</b>		<b>\$42,082.25</b>	<b>\$69,776.10</b>	<b>\$112,509.44</b>	<b>\$72,264.24</b>	<b>\$29,267.50</b>	<b>\$18,228.00</b>	<b>\$7,242.00</b>	<b>\$3,540.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$354,909.69</b>	<b>\$40.77</b>

Check = \$354,909.69

Form Revised 3/28/05

Survey Field Days by Subconsultant  
 4 - Person Crew:

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<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$1,468,768.49</b>

- Notes:
- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
  - Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.



**AMENDMENT #3 TO THE DESIGN AGREEMENT BETWEEN BASKERVILLE-  
DONOVAN, INC. AND ESCAMBIA COUNTY, FLORIDA FOR PROJECT  
DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES PINESTEAD ROAD –  
LONGLeAF DRIVE CORRIDOR FROM PINE FOREST ROAD TO U.S. HIGHWAY 29,  
PD 05-06.078**

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT made and entered into on the 16<sup>th</sup> day of October 2006, by and between Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32597-1591 (hereinafter referred to as the "Employer") and Baskerville-Donovan, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 449 W. Main Street, Pensacola, Florida 32502, and whose Federal tax identification number is 59-0857184 (hereinafter referred to as the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Parties have agreed to revise certain duties relating to the performance of this Agreement, which necessitates certain amendments to the Project Development and Environmental (PD&E) Studies Agreement to include Design Services.

**WHEREAS**, Section 9.10 (b) of that Agreement provides for amendment by written agreement of the parties.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises, covenants, hereinafter set forth, the Employer and the Consultant agree as follows:

1. That of the Agreement between the Employer and Consultant, which was approved by the Board of County Commissioners on October 16, 2006, is hereby revised as it relates to **Agreement Declarations as follows:**

A. Section 2.1 is amended to read as follows:

Under this Agreement, Escambia County will budget funds during Fiscal Years(s) 06-07, ~~and 08-09 and 10-11~~ in the amount of One Million, Seven Hundred Sixty Nine Thousand Seven Hundred Dollars (\$1,769,700.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Five Hundred Seventy Five Thousand Four Hundred Ninety Eight Dollars and One Cent (\$1,575,498.01)~~ Three Million Sixty Four Thousand Two Hundred Sixty Six Dollars and Fifty Cents (\$3,064,266.50) for the Design Phase of this project for a new combined total of ~~Three Million Three Hundred Forty Five Thousand One Hundred Ninety Eight Dollars and One Cent (\$3,345,198.01)~~ Four Million Eight Hundred Thirty Three Thousand Nine Hundred Sixty Six Dollars and Fifty Cents (\$4,833,966.50).

B. Section 5.1 is amended to read as follows:

**COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C", attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Million, Seven Hundred Sixty Nine Thousand Seven Hundred Dollars (\$1,769,700.00) for the Project Development and Environmental (PD&E) Study and an additional sum of ~~One Million Five Hundred Seventy Five Thousand Four Hundred Ninety Eight Dollars and One Cent (\$1,575,498.01)~~ Three Million Sixty Four Thousand Two Hundred Sixty Six Dollars and Fifty Cents (\$3,064,266.5) for the Design Phase of this project for a new combined total of ~~Three Million Three Hundred Forty Five Thousand One Hundred Ninety Eight Dollars and One Cent (\$3,345,198.01)~~ Four Million Eight Hundred Thirty Three Thousand Nine Hundred Sixty Six Dollars and Fifty Cents (\$4,833,966.50). Final payment will be subject to approval by the Board of County Commissioners.

C. Exhibit "A", Scope of Work be amended to include "Preliminary Design Phase", attached and included herein.

2. That the Parties hereby agree that all other provisions of the Agreement of October 16, 2006 that are not in conflict with the provisions of this Third Amendment shall remain in full force and effect.
3. That the effective date of this Third Amendment shall be on the date last executed by the Parties hereto.
4. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

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**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Baskerville-Donovan, Inc., signing by and through its Vice-President, duly authorized to execute same.

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Charles R. "Randy" Oliver,  
County Administrator

\_\_\_\_\_  
Witness

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

BCC Approved May 19, 2011

This document approved as to form and legal sufficiency.

By: Kristine Hurd  
Title: BCA  
Date: 5/5/11

CONSULTANT:  
Baskerville-Donovan, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Dave Hemphill, Vice President

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

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

Or

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



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

**AI-815**

**County Administrator's Report Item #: 11. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Lubrication Products, Anti-Freeze and Brake Fluids Specification Contract, PD 10-11.042

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Lubrication Products, Anti-Freeze and Brake Fluids Specification Contract, PD 10-11.042 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three-year Contract for the Lubrication Products, Anti-Freeze and Brake Fluid Specification Contract, PD 10-11.042, to R.K. Allen Oil, Co., for the terms and conditions of the Contract, in the amount of \$60,000.

[Funding: Fund 501, Internal Service Funds, Object Code 55201, Cost Center 210407]

**BACKGROUND:**

An Invitation to Bid was advertised in the Pensacola News Journal on April 18, 2011 and mailed on April 19, 2011 to specified vendors. The terms of the Contract are 36 months with 3-12 month extensions. The solicitation was sent to 14 vendors and 4 bids were received on May 3, 2011.

**BUDGETARY IMPACT:**

[Funding: Fund 501, Internal Service Funds, Object Code 55201, Cost Center 210407]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

Fleet Maintenance Manager and Fuel Manager will be the administrators for this Contract.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Escambia County, FL Code of Ordinance, Chapter 46 Finance, Article II, Purchases and Contracts, Division 3 Procedures, Section 46-85.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

---


## **Attachments**

[Bid Tabulation and Price Sheet](#)

**PUBLIC NOTICE OF RECOMMENDED AWARD**

**DESCRIPTION: LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID**

**ITB# 10-11.042**

BID TABULATION		DESCRIPTION: LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID ITB# 10-11.042													
Bid Opening Time: 10:00 a.m. Bid Opening Date: 05/03/11 Opening Location: Rm. 11.407		Cover Sheet/ Acknowl.		Bid Form		Sworn Statement Pursuant to Section (287.133) Florida Statutes, on Entity Crimes		Drug-Free Workplace Form		Information Sheet for Transactions & Conveyances Corporation ID		Certificate of Authority to do Business in the State of Florida/ Certificate of Insurance		Acknow. Of Addenda	
R. K. Allen Oil Co.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	
The McPherson Companies, Inc.	Y	Y	Y	Non Responsive Due to Incomplete Bid Forms											
Davison Oil Company	Y	Y	Y	Non Responsive Due to Incomplete Bid Forms											
Southern Energy	Y	N	Bid Forms Not included – Bid deemed Non-Responsive												
SUBMITTALS OPENED BY:	Lester L. Boyd, Purchasing Specialist 														
SUBMITTALS TABULATED BY:	Lori Kistler, Senior Office Support Asst.														
SUBMITTALS WITNESSED BY:	Lori Kistler, Senior Office Support Asst.														

CAR DATE 5/19/11 BOCC DATE 5/19/11

The Committee recommends to the BCC: To award a fixed price three (3) year Contract to R. K. Allen Oil Co. for the referenced items for a total price of \$60,000. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 5/3/2011 at 11:45pm  
Reposted 5/4/2011 at 4:15pm

LB/lk

Specification PD 10-11.042  
 Lubrication Products, Anti-Freeze & Brake Fluids for Various County Depts.  
 Opens 10:00AM, Tuesday, May 3, 2011

**VENDORS**

R.K. Allen Oil Co.

Product	Description	Proposed Brand	Pkg Size	Unit Price	Estimated Yearly Usage	Estimated Yearly Cost
1	Motor Oil, Multi-Service	Chevron USRA	Bulk	7.99/Gal	10,000 Gal	\$79,900.00
	15W40-Bulk	Super Plus EC	Bulk	439.45/bar	2 Barrells	\$878.90
	55 Gal Barrel		Qt.	2.60/Qt.		
	30 Wt	Chevron USRA	Bulk	9.50/Gal		
	55 Gal Barrel		55 Gal	522.50/Bar	2 Barrells	\$1,045.00
	Qts		Qt.	2.89 Qt.		
	50 Wt.		Bulk	11.00/Gal		
	Bulk-Gal		55 Gal	605.00/Bar	2 Barrells	\$1,210.00
	55 Gal Barrel		2 Barrells			
	Qts		NA			
2	Motor Oil, High-Performance/Detergent	Havoline				
	30Wt.		Bulk	9.00/Gal		
	55 Gal Barrel		55 Gal	495.00/Bar		
	Qts		Qt.	2.44/Qt.	48Qts	\$117.12
	5W20	Chevron Supreme	Bulk	8.50/Gal		
	Bulk-Gal		55 Gal	467.50/Bar		
	Qts		Qt.	2.22/Qt.	96 Qts	\$213.12
	5W30	Chevron Supreme	Bulk	9.00/Gal		
	55 Gal Barrel		55 Gal	495.00/Bar		
	Qts		Qt.	2.32/Qt.	500 Qts	\$1,160.00
3	10W30	Chevron Supreme	Bulk	8.40/Gal		
	55 Gal Barrel		55 Gal	462.00/Bar		
	Qts		Qt.	2.64/Qt.	Qts.	\$0.00
	10W40	Chevron Supreme	Bulk	8.40/Gal		
	Bulk-Gal		55 Gal	462.00/Bar		
	Qts		Qt.	2.64/Qt.	Qts.	\$0.00
	20W50 APIS SM	Chevron Supreme	Bulk	8.40/Gal		
	55 Gal Barrel		55 Gal	462.00/Bar		
	Qts		Qt.	2.64/Qt.	Qts.	\$0.00
3	Hydraulic Oil, AW Universal	Chevron AW	Bulk	6.89/Gal	250 Gal	\$1,722.50
	Bulk-Gal		55 Gal	378.95/Bar	1 Barrel	\$378.95
	Pail		5 Gal	39.00/Pail		



4	Hydraulic Oil, High Dielectric	Chevron AW	Bulk	10.50/Gal			
	55 Gal Barrel	Rando HDZ	55 Gal	577.50/Bar	2 Barrels		\$1,155.00
	5 Gal		5 Gal	59.00/Pail			
5	Hydraulic Oil, 10 WT	Chevron Drive	Bulk	11.00/Gal			
	Bulk-Gal	Train Fluid HD	55 Gal	605.00/Bar			
	55 Gal Barrel		5 Gal	60.00/Pail	3 Barrels		\$1,815.00
	5 Gal Pail						
6	Hydraulic Oil, Tractor Hydraulic Fluid						
	55 Gal Barrel	Chevron 1000	Bulk	8.67/Gal	1000 Gal		\$8,670.00
	5 Gal Pail	Tractor	55 Gal	476.85/Bar	4 Barrels		\$1,907.00
		Hyo Fluid	5 Gal	47.90/Pail	2 Pails		\$95.80
7	Hydraulic Oil, Bio-Degradable	Chevron	Bulk	14.00/Gal			
	Bulk-Gal	Clarity	55 Gal	726.55/Bar	2 Barrels		\$1,453.10
	55 Gal Barrel	AW HYO Oil	5 Gal				
	Pail						
8	Gear Lubricant, Universal						
	55 Gal Barrel	Chevron RPM	55 Gal	646.00/Bar	1 Barrel		\$646.00
	16 Gal		16 Gal	225.00/Keg			
	5 Gal Pail		5 Gal	64.75/Pail			
9	Automatic Transmission Fluid	Kendall					
	Synthetic Blend						
	Bulk		Bulk	14.35/Gal	1000 Gal		\$14,350.00
	55 Gal Barrel		55 Gal	790.00/Bar			
	Qts		Qts.	NA			
10	Automatic Transmission Fluid						
	Bulk Gal	Chevron	Bulk	8.00/Gal	200 Gal		\$1,600.00
	55 Gal Barrel	Automatic	55 Gal	462.00/Bar			
		Train Fluid HDZ	Qts.	2.50/Qt			
11	Antifreeze/Summer Coolant	Havoline					
	Bulk-Gal	Conventional	Bulk	8.00/Gal	1000 Gal		\$8,000.00
	55 Gal Barrel		55 Gal	467.50/Bar			
	Gal		Gal	8.00/Gal	200 Gal		\$1,600.00
12	Antifreeze/Summer Coolant, Extended Life	Chevron					
	Bulk-Gal	Delo	Bulk	12.50/Gal			
	55 Gal Barrel	Extended	55 Gal-conc	687.50/Bar	3 Barrels		\$2,062.50
	Gal	Life	Gal 50/50mix	8.80/Gal	200 Gal		\$1,760.00

13	Brake Fluid	Warren						
	Gal	Autoguard	Gal	14.00/Gal	6 Gal		\$84.00	
	Qts		Qts	4.00/Qt	96 Qts		\$384.00	
	Oz Bit		Oz Bit	2.00/Bit				
14	Synthetic Transmission Lubricant	Chevron						
	55 Gal Barrel	Synthetic	55 Gal Barrel	1366.99/Ba	1 Barrel		\$1,366.99	
	5 Gal Pail	Trans Oil 50	5 Gal Pail	123.50/Pail	1 Pail		\$123.50	
	Qts		Qts	NA				
15	Synthetic Grease Lubricant	Mobile						
	16 Gal	Mobilith	16 Gal	775.00/Keg				
	5 Gal Pail		5 Gal	240.00/Pail	4 Pails		\$960.00	
16	Chassis Lubricant, High Performance, Extreme Pressure	Chevron						
	55 Gal Barrel	Starplex	55 Gal Barrel	834.00/Bar	6 Barrels		\$5,004.00	
	16 Gal	EPZ	16 Gal Keg	262.20/Keg	1 Keg		\$262.20	
	5 Gal		5 Gal Pail	76.50/Pail				
	Tubes		Tube	2.02/Tube	280 Tubes		\$565.60	
17	Power Steering Fluid	Havoline						
	Qts		Qts	3.70/Qt	60 Qts		\$222.00	
18	Chain Bar Oil							
	Brand	Itasca Bar						
	Gal (SINGLES)	& Chain Oil	Gal (Singles)	7.00/Gal	96 Gal		\$672.00	
		Warren Oil Co.						



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

AI-793

County Administrator's Report Item #: 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Authorize foreclosure on property located at 2505 West Lakeview Avenue

From: Amy Lovoy

Organization: OMB

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Authorization to Foreclose Real Property Located at 2505 West Lakeview Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure of the 2008 Code Enforcement Lien, in the amount of \$21,932.50, recorded in Official Records Book 6306, at Page 585, of the Public Records of Escambia County, Florida, on real property located at 2505 West Lakeview Avenue, Account Number 06-1327-000, Reference Number 17-2S-30-1300-006-033; the current assessed value is \$35,545. There is also an open Nuisance Abatement action pending on this property.

**BACKGROUND:**

The property located at 2505 West Lakeview Avenue was the subject of a 2008 Code Enforcement action. The Code Enforcement violation consisted of nuisance conditions, trash, debris, overgrowth, inoperable vehicle, and obstruction of right of way. There is also an open Nuisance Abatement pending on this property. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action. Following foreclosure the Board will be asked to surplus this property for immediate sale.

**BUDGETARY IMPACT:**

NA

**LEGAL CONSIDERATIONS/SIGN-OFF:**

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.



**IMPLEMENTATION/COORDINATION:**

NA

---

**Attachments**

2505 W Lakeview Avenue

[Back](#)

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	172S301300006033
<b>Account:</b>	061327000
<b>Owners:</b>	ALUMNI PARTNERS II LLC
<b>Mail:</b>	PO BOX 9223 LONGBOAT KEY, FL 34228
<b>Situs:</b>	2505 W LAKEVIEW AVE 32505
<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>	\$24,857
<b>Land:</b>	\$10,688
<b>Total:</b>	\$35,545
<b>Save Our Homes:</b>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data						
Sale Date	Book	Page	Value	Type	Official Records (New Window)	
02/24/2011	6692	1182	\$3,900	TD	<a href="#">View Instr</a>	
12/2005	5809	840	\$8,000	WD	<a href="#">View Instr</a>	
10/2005	5768	456	\$100	CJ	<a href="#">View Instr</a>	
08/1992	3220	734	\$18,000	WD	<a href="#">View Instr</a>	
01/1986	2170	330	\$100	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	
Legal Description	
LTS 6 7 8 BLK 33 AND NLY 10 FT OF ALLEY ADJOINING PROPERTY ON S MB 18 P 312 HAZLEHURST...	
Extra Features	
FRAME SHED	

**Parcel Information**

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**  
17-2S-30-2

**Approx. Acreage:**  
0.3100

**Zoned:**  
C-2

<b>Buildings</b>	
Building 1 - Address:2505 W LAKEVIEW AVE, Year Built: 1948, Effective Year: 1948	
<b>Structural Elements</b> <b>FOUNDATION-WOOD/SUB FLOOR</b> <b>EXTERIOR WALL-SIDING-BLW.AVG.</b> <b>NO. PLUMBING FIXTURES-3.00</b> <b>DWELLING UNITS-1.00</b> <b>ROOF FRAMING-GABL/HIP COMBO</b> <b>ROOF COVER-COMPOSITION SHG</b> <b>INTERIOR WALL-DRYWALL-PLASTER</b> <b>FLOOR COVER-PINE/SOFTWOOD</b> <b>NO. STORIES-1.00</b> <b>DECOR/MILLWORK-BELOW AVERAGE</b> <b>HEAT/AIR-WALL/FLOOR FURN</b> <b>STRUCTURAL FRAME-WOOD FRAME</b>	
<b>Areas - 1200 Total SF</b> <b>BASE AREA - 1000</b> <b>OPEN PORCH FIN - 200</b>	
<b>Images</b>	



01/28/03

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

Escambia County Property Appraiser  
**172S301300006033 - Full Legal Description**

LTS 6 7 8 BLK 33 AND NLY 10 FT OF ALLEY ADJOINING PROPERTY ON S MB 18 P 312 HAZLEHURST  
PLAT DB 55 P 262 OR 6692 P 1182 SEC 17/31 T 2S R 30



**Chris Jones**  
**Escambia County**  
**Property Appraiser**

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

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



**Reference:** 17-2S-30-1300-006-033  
**Account:** 06-1327-000  
**Section Map:** 17-2S-30-2  
**Situs:** 2505 W LAKEVIEW AVE  
**Subdivision:**  
 HAZLEHURST PLAT DB 55 P 262  
**Owner:** ALUMNI PARTNERS II LLC  
**Mailing Address:**  
 PO BOX 9223  
 LONGBOAT KEY, FL 34228  
**Last Sale:** 2/24/2011, \$3,900  
**Property Use:** SINGLE FAMILY RESID  
**Approx. Acreage:** 0.3100  
**Building Count:** 1  
**Total Heated Area:** 1000  
**Zoned:** C-2

Include radius in selection (5280 ft max)  
 ft  
 Radius is used only with single parcel selection

**Lookup Options:**  Auto Select  
 Reference Nbr:  Lookup Results

**Ex: 012N334444555666**





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

**CODE ENFORCEMENT LIEN PAYOFF**

**OFFICIAL RECORDS**  
P.O. Box 333  
Pensacola, FL 32591-0333  
Check payable to Ernie Lee Magaha,  
Clerk Of The Circuit Court


Escambia County Governmental Complex  
221 Palafox Place, Suite 110  
Pensacola, FL 32501-5844  
850-595-3930  
FAX 850-595-4827

Official Records Book: 6306 Page: 585 

Start Date 04/11/2008  Court Cost 550.00

Reimbursement Recording Fee Order 27 Reimbursement Recording Fee Lien 27

Amended Order  Copies 4.5 Certified Abatement Costs 0.00

Fine Per Day \$100.00 Date Of Payoff 11/10/2008 

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
100	213	\$21,300.00	\$550.00	\$58.50	\$10.00	\$7.00	\$7.00	\$0.00	\$21,932.50



**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-12-0060  
Location: 2505 W. Lakeview Avenue  
PR# 172S30-1300-006-033

Pearl Milton & Jessica Ann Watson  
2505 W. Lakeview Avenue  
Pensacola, FL 32505

**ORDER**

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Howard Williams, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 42-196 (a), (b), (c), (d) & 94-51 & 82-3 has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Pearl Milton and Jessica Ann Watson, shall have until April 10, 2008, to correct the violation and to bring the violation into compliance. Corrective action shall include: Remove all trash, debris and other solid waste and inoperable vehicles

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$100.00 per day, commencing April 11, 2008. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Pearl Milton and Jessica Ann Watson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.



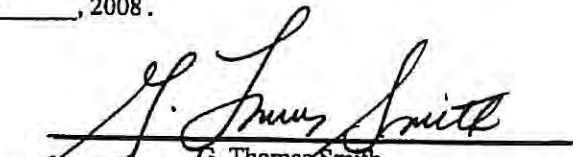
property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 25<sup>th</sup> day of March, 2008.

  
G. Thomas Smith  
Special Magistrate  
Office of Environmental Enforcement

Certified to be a true copy of the original on file in this office  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County Florida

By:   
Date: 3-28-2008





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

AI-794

County Administrator's Report Item #: 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Authorize foreclosure on property located at 3414 West Jackson Street

From: Amy Lovoy

Organization: OMB

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Authorization to Foreclose Real Property Located at 3414 West Jackson Street - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure based on the following Liens recorded in the Public Records of Escambia County, Florida, on real property located at 3414 West Jackson Street, Account Number 06-3986-000, Reference Number 33-2S-30-3300-009-262; the current assessed value is \$7,481:

A. Code Enforcement Lien recorded in Official Records Book 5807, at Page 1258, in the amount of \$17,376.75; and

B. Nuisance Abatement Lien recorded in Official Records Book 6629, at Page 1783, in the amount of \$347.59.

**BACKGROUND:**

The property located at 3414 West Jackson Street was the subject of a 2007 Code Enforcement action. The Code Enforcement violation consisted of removal of trash, debris, solid waste, overgrowth, and a dilapidated structure. The Nuisance Abatement infringement consisted of removal of nuisance conditions, trash, debris and overgrowth. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

**BUDGETARY IMPACT:**

NA

**LEGAL CONSIDERATIONS/SIGN-OFF:**

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008

**IMPLEMENTATION/COORDINATION:**

NA

---

**Attachments**

3414 W Jackson St

[Back](#)

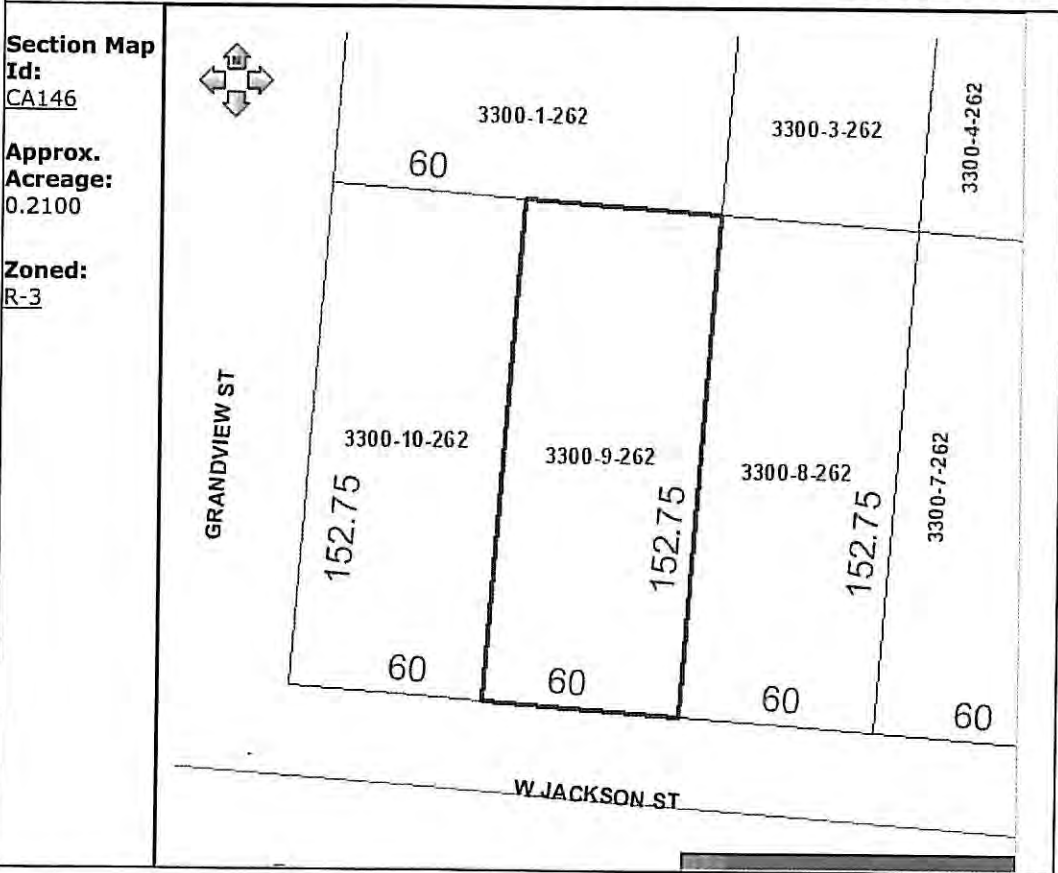
**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

<b>General Information</b>		<b>2010 Certified Roll Assessment</b>	
<b>Reference:</b>	332S303300009262	<b>Improvements:</b>	\$0
<b>Account:</b>	063986000	<b>Land:</b>	\$7,481
<b>Owners:</b>	LAGOS KELLIE CATHLEEN	<b>Total:</b>	\$7,481
<b>Mail:</b>	C/O SHIRLEY LAGOS 201 W WINTHROP AVE PENSACOLA, FL 32507	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>	3414 W JACKSON ST 32505	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT RESIDENTIAL	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page Value Type</b>	<b>Official Records (New Window)</b>	None
09/1991	3065 616 \$18,000 WD	<a href="#">View Instr</a>	
05/1983	1758 957 \$29,500 WD	<a href="#">View Instr</a>	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		<b>Legal Description</b>	
		LT 9 BLK 262 MULWORTH PB 1 P 40 OR 3065 P 616 CA 146	
		<b>Extra Features</b>	
		None	

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



<b>Buildings</b>
<b>Images</b>

None

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



**Chris Jones**  
**Escambia County**  
**Property Appraiser**

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

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

**Reference:** 33-25-30-3300-009-262  
**Account:** 06-3986-000  
**Section Map:** CA146  
**Situs:** 3414 W JACKSON ST  
**Subdivision:**  
 MULWORTH PB 1 P 4Q  
**Owner:** LAGOS KELLIE CATHLEEN  
**Mailing Address:**  
 C/O SHIRLEY LAGOS  
 201 W WINTHROP AVE  
 PENSACOLA, FL 32507  
**Last Sale:** 9/1991, \$18,000  
**Property Use:** VACANT RESIDENTIAL  
**Approx. Acreage:** 0.2100  
**Building Count:** 0  
**Total Heated Area:** 0  
**Zoned:** R-3

Include radius in selection (5280 ft max)  
 ft  
 Radius is used only with single parcel selection

**Lookup Options:**  Auto Select  
 Lookup Results

Reference Nbr

Ex: 012N334444555666



*lien 1*



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

**CODE ENFORCEMENT LIEN PAYOFF**

**OFFICIAL RECORDS**  
 P.O. Box 333  
 Pensacola, FL 32591-0333  
 Check payable to Ernie Lee Magaha,  
 Clerk Of The Circuit Court

**Escambia County Governmental Complex**  
 221 Palafox Place, Suite 110  
 Pensacola, FL 32501-5844  
 850-595-3930  
 FAX 850-595-4827

Official Records Book:  Page:

Start Date   Court Cost

Reimbursement Recording Fee Order  Reimbursement Recording Fee Lien

Amended Order  Copies  Certified Abatement Costs

Fine Per Day  Date Of Payoff

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
20	198	\$3,960.00	\$675.00	\$68.50	\$10.00	\$7.00	\$7.00	\$12,649.25	\$17,376.75



**THE OFFICE OF ENVIRONMENTAL CODE ENFORCEMENT  
SPECIAL MASTER  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 05-04-0097  
Location: 3414 W Jackson St  
33-2S-30-3300-009-262



Cathleen Kellie Lagos  
3414 W Jackson St  
Pensacola, FL 32505

Certified to be a true copy of  
the original on file in this office  
Witness my hand and official seal  
**ERNIE LEE MAGAHA**  
Clerk of the Circuit Court  
Escambia County, Florida

**ORDER**

By: Dauban D.C.  
Date: 12/28/05

This CAUSE having come before the Office of Environmental Code

Enforcement Special Master on the Petition of the Environmental Code Enforcement Officer for  
alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Master having considered the evidence before it, and the appropriate sections of the Escambia  
County Code of Ordinances, the Special Master makes the following findings of fact and  
conclusions of law:

- A violation of the following ordinance(s) has occurred: code of County  
ordinances 30-203 (a), (b), (c) & (e)
- A violation of the ordinance(s) as set forth in the Petition has not occurred.

THEREFORE, The Special Master being otherwise fully  
advised in the premises; it is hereby

ORDERED that: Cathleen Kellie Lagos  
shall have until 1/15, 2006 to correct the violation and to bring the violation into compliance.



Correction shall include: removal of all trash, debris and solid waste as well as over growth in excess of 12";  
Removal of the dilapidated structure and or  
evidence must be submitted that the owner  
has obtained all permits to repair the structure.  
In the letter report, this matter shall be re-  
considered for further orders establishing  
the date for completion of such repairs.

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$20<sup>00</sup> per day, commencing 1/26, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law.

Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Code Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

✓ If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the your property.

✓ Costs in the amount of \$675.00 are hereby awarded in favor of Escambia County as the prevailing party against

— These costs will be suspended and will not be assessed against you if you fully cure the violation within the time provided above.

✓ presents a serious threat to the public health, safety and welfare.  
 — is irreparable or irreversible in nature and, as such, under Florida Statutes 162.09(2)(a), the fine shall not exceed \$5,000.00

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County

Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Master and may be added to any fines imposed pursuant to this order.

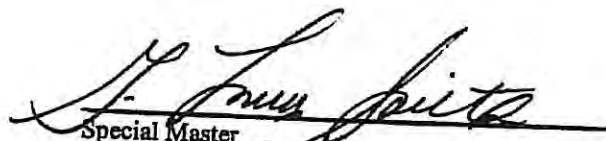
All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Master to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 1190 West Leonard Street, Pensacola, Florida 32501 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on this the 20<sup>th</sup> day of

December, 2005.

  
Special Master  
Office of Environmental Code Enforcement



**ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
2008 NUISANCE ABATEMENT LIEN  
PAYOFF**

**OFFICIAL RECORDS**  
P.O. Box 333  
Pensacola, FL 32591-0333  
Check payable to Ernie Lee Magaha,  
Clerk Of The Circuit Court

County Courthouse Bldg.  
223 Palafox Place, Room 103  
Pensacola, FL 32501-5844  
850-595-3930  
FAX 850-595-4827

Date Of Lien

Recording Fee

Official Records Book:  Page:

Foreclosure

Original Principal  Date Of Payoff

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
\$300	43	\$5.09	\$18.50	\$10.00	\$7.00	\$7.00	\$347.59

This document prepared by:  
Escambia County, Florida  
Environmental Enforcement Division  
6708 Plantation Rd.  
Pensacola, FL 32504  
(850) 471-6160

CE08-10-00200

**NOTICE OF LIEN  
(Nuisance Abatement)**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Kellie Cathleen Lagos located at 3414 W Jackson St. and more particularly described as:

PR# 332S303300009262

LT 9 BLK 262 MULWORTH PB 1 P 40 OR 3065 P 616 CA 146

A field investigation by the Office of Environmental Enforcement was conducted on June 18, 2010 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a), (b), and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$300.00
Administrative costs	<u>\$ 18.50</u>
Total	\$318.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30<sup>th</sup> day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 19<sup>th</sup> day of August 2010 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness [Signature]  
Print Name Tonya Green

Witness [Signature]  
Print Name Angela Cralley

[Signature]  
By: Larry M Newsom,  
Interim County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2010, by Larry M Newsom, as Interim County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He  is personally known to me, or  has produced current \_\_\_\_\_ as identification.

CHINA CHERYL LIVELY  
Notary Public-State of FL  
Comm. Exp. Sept. 29, 2011  
Comm. No. DD 684413  
(Notary Seal)

[Signature]  
Signature of Notary Public

CHINA CHERYL LIVELY  
Printed Name of Notary Public



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

**AI-807**

**County Administrator's Report Item #: 11. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Sale of Real Property Located at 10 Besma Drive

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 10 Besma Drive. Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 10 Besma Drive, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 07-1829-000, Reference Number 34-2S-30-1151-040-007, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$17,561, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

**BACKGROUND:**

Escambia County acquired this property by governmental foreclosure in September 2005. The Board declared the property surplus and authorized its sale February 2006 with a minimum bid of \$37,010. In 2010, the Property Appraiser re-assessed the value to \$17,561 because the house requires a substantial amount of maintenance. The County has no need for this property.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

NA

---

**Attachments**

10 Bisma Drive Backup



[Back](#)

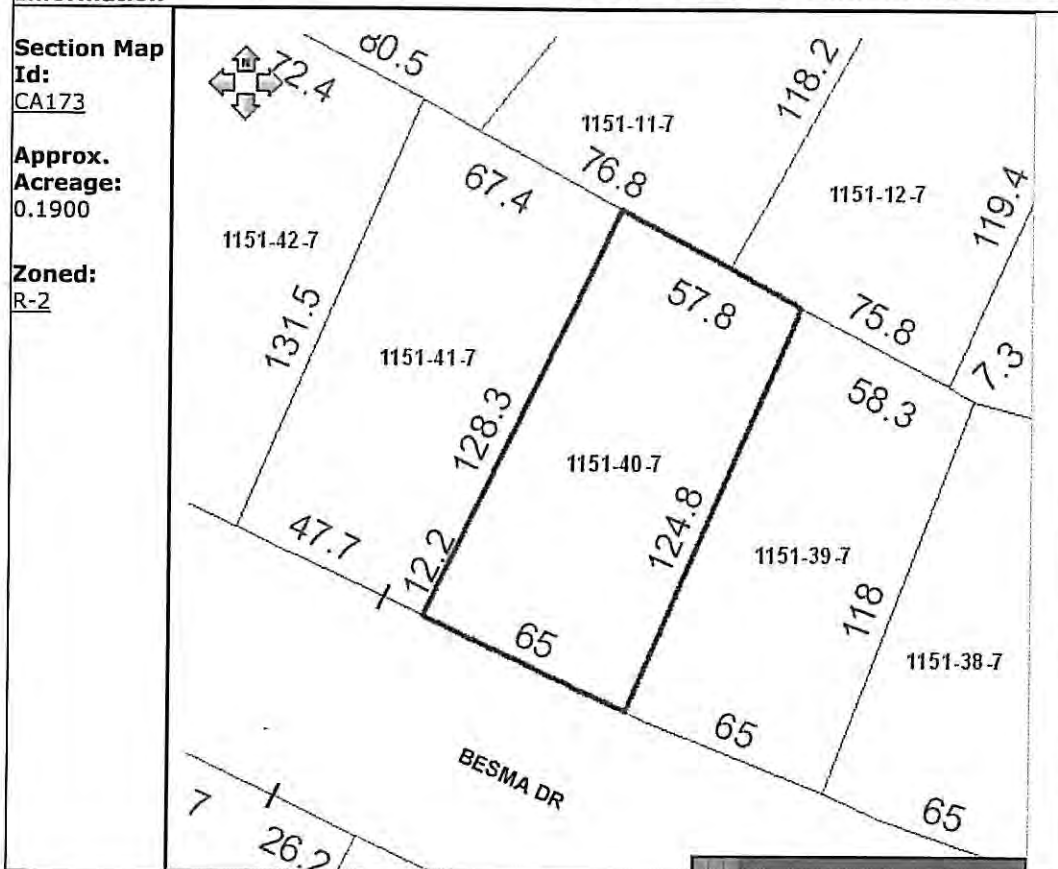
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

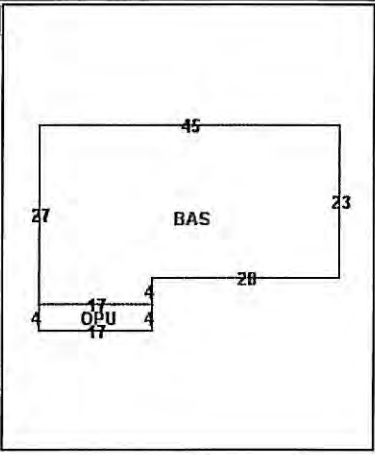
<b>General Information</b>		<b>2010 Certified Roll Assessment</b>	
<b>Reference:</b>	342S301151040007	<b>Improvements:</b>	\$6,161
<b>Account:</b>	071829000	<b>Land:</b>	\$11,400
<b>Owners:</b>	ESCAMBIA COUNTY	<b>Total:</b>	\$17,561
<b>Mail:</b>	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>	10 BESMA DR 32506	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	SINGLE FAMILY RESID	<b>Amendment 1 Calculations</b>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page Value Type</b>	COUNTY OWNED	
		<b>Legal Description</b>	
		LT 40 BLK 7 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 5765 P 918...	
		<b>Extra Features</b>	
		UTILITY BLDG	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			

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





Buildings	
Building 1 - Address:10 BESMA DR, Year Built: 1953, Effective Year: 1953	
Structural Elements	
<b>FOUNDATION-SLAB ON GRADE</b>	
<b>EXTERIOR WALL-CONCRETE BLOCK</b>	
<b>NO. PLUMBING FIXTURES-3.00</b>	
<b>DWELLING UNITS-1.00</b>	
<b>ROOF FRAMING-HIP</b>	
<b>ROOF COVER-COMPOSITION SHG</b>	
<b>INTERIOR WALL-DRYWALL-PLASTER</b>	
<b>FLOOR COVER-ASPHALT TILE</b>	
<b>NO. STORIES-1.00</b>	
<b>DECOR/MILLWORK-AVERAGE</b>	
<b>HEAT/AIR-WALL/FLOOR FURN</b>	
<b>STRUCTURAL FRAME-WOOD FRAME</b>	
Areas - 1171 Total SF	
<b>BASE AREA - 1103</b>	
<b>OPEN PORCH UNF - 68</b>	

Images



02/19/03

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

Escambia County Property Appraiser  
**342S301151040007 - Full Legal Description**

LT 40 BLK 7 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 5765 P 918 CA 173



**Chris Jones**  
**Escambia County**  
**Property Appraiser**

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

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

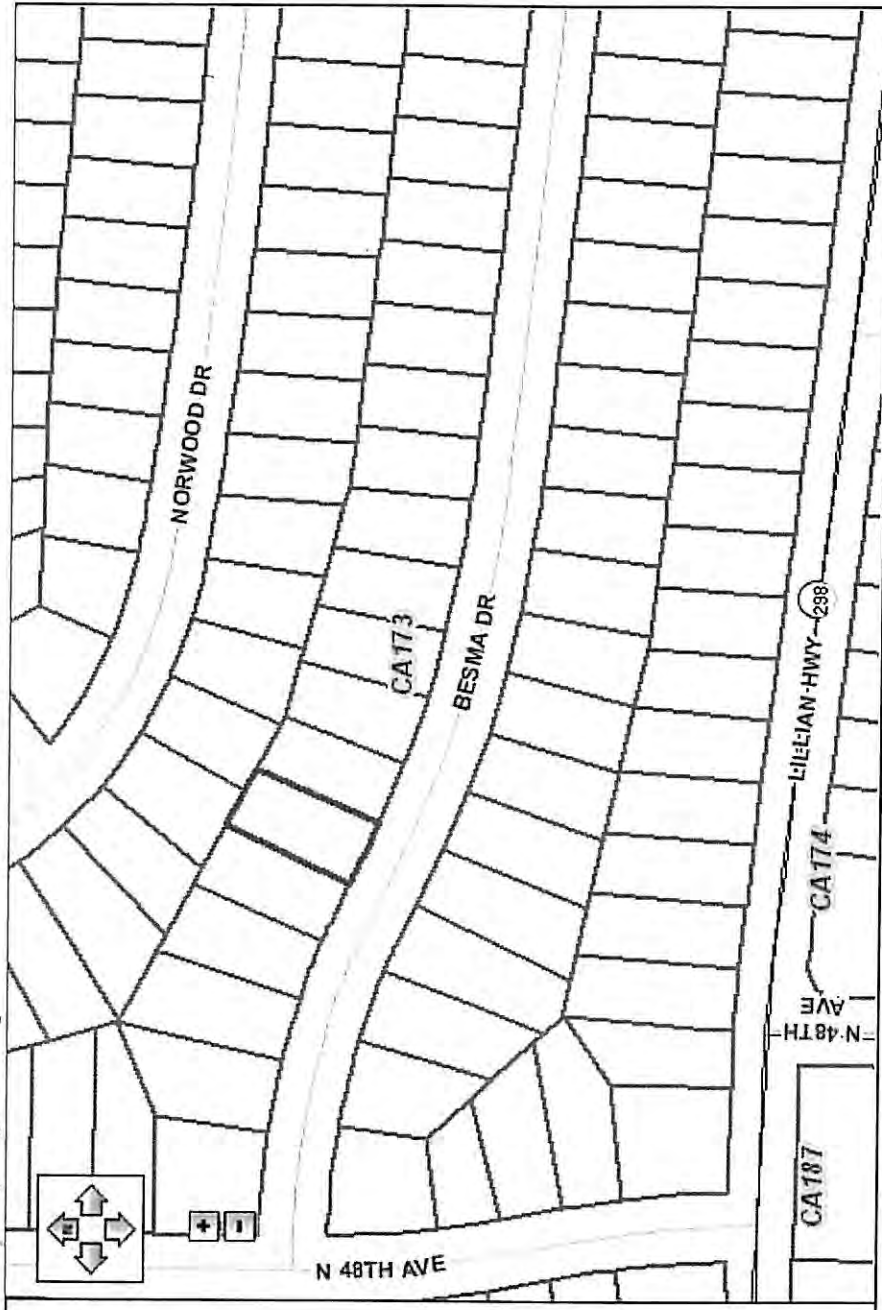
**Reference:** 34-25-30-1151-040-007  
**Account:** 07-1829-000  
**Section Map:** CA173  
**Situs:** 10 BESMA DR  
**Subdivision:**  
 PEN HAVEN 1ST ADDN PB 3 P 14  
**Owner:** ESCAMBIA COUNTY  
**Mailing Address:**  
 221 PALAFOX PL STE 420  
 PENSACOLA, FL 32502  
**Last Sale:** 10/2005, \$100  
**Property Use:** SINGLE FAMILY RESID  
**Approx. Acreage:** 0.1900  
**Building Count:** 1  
**Total Heated Area:** 1103  
**Zoned:** R-2

Include radius in selection (5280 ft max)  
 ft  
 Radius is used only with single parcel selection

**Lookup Options:**  
 Auto Select  
 Lookup Results  
 Reference Nbr

Ex: 012N334444555666

- Copy Map Image
- Print Tool



BCC: 2-16-2006



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

**DEPARTMENT:** Administrative Services  
**FROM:** Jean A. Kassab, Director *J. Kassab*  
**DATE:** January 25, 2006  
**ISSUE:** Surplus and Sale of Real Property Account Number 071829000, 10 Besma Drive

**RECOMMENDATION:**

That the Board take the following action concerning the surplus and sale of account number 071829000, 10 Besma Drive:

- A. Declare surplus its real property Account Number 071829000, reference number 34-2S-30-1151-040-007 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;
- B. Authorize the sale of this property to the highest offer received from sealed bid in accordance with section 46.134 of the County Code of Ordinances above the minimum bid of \$37,010.00 without further action of the Board; and
- C. Authorize the Chairman to sign all documents related to the sale.

**BACKGROUND:**

This property interest was acquired through a lien foreclosure by Escambia County in 2005. In accordance with Section 46.134, real property can be offered by seal bid with two notices in the newspaper one week apart. The minimum bid can be no less than the value set by the Escambia County Property Appraiser's Office. This property is not needed for County purposes.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

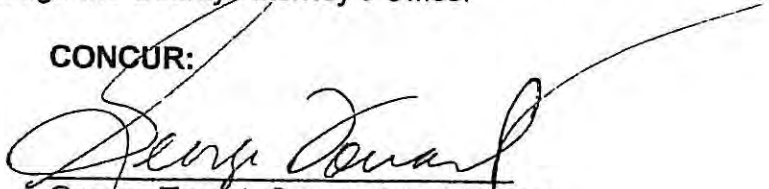
Closing will be handled by the County Attorney's Office. The purchaser will pay all closing costs.

BCC February 16, 2006  
RE: Surplus and Sale of Real Property Account Number 071829000, 10 Besma Drive  
Date January 25, 2006  
Page 2 of 2

**IMPLEMENTATION REQUIREMENTS:**

The Administrative Services Department will coordinate with the Office of Purchasing and the County Attorney's Office. Closing will be through the County Attorney's Office.

**CONCUR:**



George Touart, County Administrator



Chris Jones  
 Escambia County Property Appraiser

[Hurricane Dennis & Your Property Assessment \(pdf\)](#)

CHRIS JONES ECPA RECORD SEARCH GENERAL INFORMATION GOVERNMENT AGENCIES TANGIBLE PROPERTY CAREERS CONT

**RECORD SEARCH**

[Previous](#) [Next](#)

General Information	
<b>Name:</b>	JONES CLARENCE S 10 BESMA DR PENSACOLA FL 32506
<b>Account:</b>	071829000
<b>Reference:</b>	3425301151040007
<b>Map:</b>	C-173
<b>Use Code:</b>	01 - Single Family Resid <a href="#">Legend Window</a>
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
<i>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</i>	

Assessment	
<b>Improvements:</b>	\$28,510.
<b>Land:</b>	\$8,500.
<b>Total:</b>	\$37,010.
<b>Save Our Homes:</b>	\$0.

Legal Description
LT 40 BLK 7 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 380 P 329 CA 173

Sales Data					
Mo/Yr	Book	Page	Value	Type	Deed Search (new window)
07/1995	3808	329	\$20,400.00	WD	<a href="#">Click Here</a>
11/1991	3089	599	\$23,000.00	WD	<a href="#">Click Here</a>
01/1981	1505	193	\$18,000.00	WD	<a href="#">Click Here</a>
01/1971	584	26	\$9,000.00	WD	<a href="#">Click Here</a>
<i>Deed Search courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</i>					

[Print This Section](#) [Show Parcel Map](#) [Parcel Dimensions](#)

Card 1 Data

Location Address
10 Besma Dr

Exemptions
No Exemptions

Structural Elements
Slab On Grade Concrete Block Hip Composition Shg Drywall-Plaster Asphalt Tile

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS







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

**AI-679**

**County Administrator's Report Item #: 11. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Purchase of 2011 Ford Vehicles for Division of Environmental Enforcement and Animal Control

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:** LMN

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Purchase of Ford Vehicles for the Divisions of Environmental Enforcement and Animal Control - Gordon C. Pike, Corrections Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Division 3, Section 44-64, Purchases and Contracts, Board Approval, and award a Purchase Order to Hub City Ford, LLC, for two 2011 F-150 Pickup Trucks (Extended Cab, 4x4), four 2011 F-250 Pickup Trucks (Extended Cab, 2x4), two 2011 F-250 Pickup Trucks (Extended Cab, 4x4), and two Explorers, for a total amount of \$262,000, for the Divisions of Environmental Enforcement and Animal Control. These trucks are to replace a portion of the inventory for the Environmental Enforcement and the Animal Control Divisions, assigned to enforce the Escambia County Code of Ordinances.

[Funding Source: Fund 103, Environmental Code Enforcement, Cost Center 29010, Object Code 56401]

**BACKGROUND:**

This recommendation is to support operations and services of Environmental Code Enforcement and Animal Control Divisions assigned to enforcement the Escambia County Code of Ordinances.

**BUDGETARY IMPACT:**

Funding: Fund 103, Environmental Code Enforcement, Cost Center 29010, Object Code 56401]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The Divisions of Environmental Code Enforcement and Animal Control receive the trucks.

**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, Division 3, Sections 44-64, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-818**

**County Administrator's Report Item #: 11. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Communication Antenna Mounting Space Lease Between City of Gulf Breeze and Escambia County

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Communication Antenna Mounting Space Lease Between City of Gulf Breeze and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Communication Antenna Mounting Space Lease Between City of Gulf Breeze and Escambia County:

A. Approve the Lease to enable installation of two communication antennas, including the right to install, maintain, operate, repair, and remove antennas, together with sufficient area at the base of the water tank structure, located at 311 Fairpoint Drive, Gulf Breeze, Florida, for a 12 foot x 11 foot equipment shelter, in the amount of \$1 per year, for a period of one year beginning May 19, 2011, with automatic renewal of additional one year terms; and,

B. Authorize the Chairman to sign the Lease.

[Funding: Fund 001/General Fund, Cost Center 330403/Communications, Object Code 54401/Rentals and Leases]

**BACKGROUND:**

In its meeting held September 2, 2010, the Board approved the standards-based digital radio system to narrowband the County's public safety communications network (aka P25 Project) and on October 7, 2010, approved the Communications System Agreement with Motorola, Inc. That agreement provided for a new shelter for the installation of radio equipment at the existing Gulf Breeze tower site (the elevated tank located behind the Gulf Breeze Fire Station). Approval of the *Communications Antenna Mounting Space Lease Between City of Gulf Breeze and Escambia County* will allow siting of a 12 foot x 11 foot equipment shelter to house necessary equipment supporting the communication antennas.

The Gulf Breeze City Council, in its meeting held January 18, 2011, authorized the Gulf Breeze City Manager to enter into an agreement with Escambia County for this purpose.

**BUDGETARY IMPACT:**

Funding for this lease is available in Fund 001/General Fund, Cost Center 330403/ Communications, Object Code 54401/Rentals and Leases.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen G. West, Assistant County Attorney, approved the lease agreement as to form and legal sufficiency on May 5, 2011.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' policies require that the Board approve all agreements.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Public Safety Department, Emergency Communications Division Manager will oversee this lease.

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**Attachments**

**GB Antenna Mounting Space Lease Agreement**

**COMMUNICATION ANTENNA  
MOUNTING SPACE LEASE BETWEEN  
CITY OF GULF BREEZE AND ESCAMBIA COUNTY**

This Communication Antenna Mounting Space Lease (Lease) is made this 5<sup>th</sup> day of May, 2011 by and between the City of Gulf Breeze, a municipal corporation created and existing under the laws of the State of Florida, whose address is 1070 Shoreline Drive, Gulf Breeze, Florida, 32561 (Lessor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Lessee).

1. **PREMISES.** Lessor owns the property and water tank structure located at 311 Fairpoint Drive, Gulf Breeze, Florida (Structure). Lessor agrees to lease to Lessee space on the Structure for two (2) communication antennas, including the right to install, maintain, operate, repair, and remove the antennas, together with sufficient area at the base of the Structure for a 12' x 11' equipment shelter. The location of the Lessee's antennas on the Structure, the equipment shelter and associated improvements shall be as shown on attached Exhibit "A".

2. **TERM AND RENT.** The term of the Lease shall be a period of one (1) year beginning on the date that it is executed by the last party. The Lease will automatically renew for additional one (1) year terms unless the Lessor or Lessee provides written notice of termination of the Lease at least thirty (30) days prior to the expiration of the current lease term. On or before the beginning of each term Lessee shall pay an annual rent of One Dollar (\$1.00).

3. **USE OF PREMISES.** Lessee shall use the Structure solely for installing, operating, maintaining, repairing, and removing its antennas. Lessee's use of the Structure will not interfere with the operation of Lessor's Structure or other existing antennas. Lessor agrees to maintain, at its expense, the site on which the Structure is located. Lessee's use of the Structure shall be in accordance with relevant standards imposed by federal, state or local authority. All

compliance fees and costs directly attributable to Lessee's use of the Structure shall be borne by Lessee. Lessee agrees to promptly correct any violation of federal, state, or local ordinance, rule, or regulation related to its communication antennas. Lessee shall obtain approval from Lessor of the size and type of any additional antennas as well as approval of the method of installation. Lessee shall have access to the land on which the Structure is located as may be required for installation, operation, maintenance, repair, and removal of the communication antennas and equipment building. In the event Lessor needs to perform major maintenance on the Structure, Lessor shall provide Lessee sixty (60) days prior written notice. Should Lessee decide to leave any of its communication antennas in place during major maintenance, neither the Lessor nor its agents will be responsible for damage to the communication antennas, nor shall Lessor be liable for financial losses incurred by Lessee resulting from damage to its antennas.

4. **LIABILITY.** To the extent permitted by Florida law, Lessee shall be liable for damages or injury resulting from Lessee's use of the Structure, except to the extent that those damages or injuries result from the wrongful or negligent acts of Lessor's employees or agents or third parties.

5. **TERMINATION.** If Lessee discontinues the use of the communication antennas during the term of the Lease for thirty (30) days or more, and Lessee does not notify Lessor that it intends to resume use of the communication antennas within six months of the discontinuation of use, then the Lease shall terminate sixty (60) days from the discontinuation of use of the Structure by Lessee. Lessor may terminate the Lease upon fifteen (15) days written notice to Lessee if the Structure is destroyed or Lessor determines in good faith that Lessee's communication antennas are a hazard to persons or property. Upon termination of the Lease,

communication antennas are a hazard to persons or property. Upon termination of the Lease, Lessee must promptly remove its communication antennas from the Structure at its sole risk and expense.

6. **NOTICES.** All notices and demands related to the Lease must be sent by one party to the other by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below or to such other address as the parties may from time to time designate in writing:

LESSOR:  
City Manager  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

LESSEE:  
Escambia County, Florida  
Public Safety Bureau  
6575 North "W" Street  
Pensacola, Florida 32505

COPY TO:

COPY TO:  
County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, FL 32502

7. **GOVERNING LAW AND ATTORNEY'S FEES.** The Lease shall be construed according to the laws of the State of Florida, and any legal action necessary to enforce the terms and conditions of the Lease must be filed in Escambia County, Florida. Each party shall bear its own costs and attorneys fees in the event of litigation.

SIGNED IN THE PRESENCE OF:

Witness [Signature]  
Print Name STEVEN MICHAEL

Witness [Signature]  
Print Name D.J. SZYMANSKI

LESSOR:

City of Gulf Breeze.

By: [Signature]  
Edwin "Buz" Eddy, City Manager

STATE OF FLORIDA  
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 2011, by Edwin "Buz" Eddy as City Manager for the City of Gulf Breeze, a municipal corporation created and existing under the laws of the State of Florida, who  is personally known to me, or  has produced current \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public  
Leslie A. Gomez  
Printed Name of Notary Public

(Notary Seal)



LESSEE:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

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

This document approved as to form and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date May 5, 2011







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

**AI-797**

**County Administrator's Report Item #: 11. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Change Order to Purchase Order 110690 to Sacred Heart Medical Group OHS for Firefighter Physicals

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Purchase Order 110690 to Sacred Heart Medical Group OHS for Firefighter Physicals - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover firefighter physicals:

Department:	Public Safety
Division:	Fire Services
Type:	Addition
Amount:	\$5,000
Vendor:	Sacred Heart Medical Group
Project Name:	N/A
Contract:	N/A
PO#	110690
Original Award Amount:	\$45,000
Cumulative Amount of Change Orders thru CO #2	\$ 9,000
New P.O. Amount	\$54,000

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 53101]

**BACKGROUND:**

This Change Order is to cover the final invoice from Sacred Heart Medical Group OHS for physicals for firefighters. Physicals are required on initial employment and annually thereafter. Sacred Heart has been the interim provider while awaiting the start up of the new County Health Clinic. All future physicals will be performed at the County Health Clinic.

**BUDGETARY IMPACT:**

Funds for this Change Order are available in Fund 143 "Fire Protection Fund", Cost Center 330206 "Fire Dept Pd", Object Code 53101 "Professional Services".

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Public Safety Department/Fire Services Division will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-748

County Administrator's Report Item #: 11. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Award of Neighborhood Stabilization Program 3 Funds

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Award of Neighborhood Stabilization Program 3 Funds - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Award of Neighborhood Stabilization Program 3 Funds:

A. Acknowledge for the Official Record U.S. Department of Housing and Urban Development (HUD) approval of the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to the 2010 Escambia County Annual Plan and accept the award of HUD NSP3 funds, in the amount of \$1,210,487, as provided through Grant #B-11-UN-12-0005; and

B. Ratify the County Administrator's execution of the NSP3 Funding Agreement as required by HUD; and

C. Authorize the Chairman, Vice Chairman, or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement all aspects of the NSP3.

[Funding: Fund 129/2010, CDBG, Cost Center to be assigned]

#### **BACKGROUND:**

On October 19, 2010 HUD released requirements for allocating a new round of Neighborhood Stabilization Program funds, now commonly known as NSP3. Escambia County is slated to receive \$1,210,487 in NSP3 funds. The funds must be utilized for housing initiatives meeting the combined requirements of the Housing and Economic Recovery Act of 2008 (HERA), the Dodd-Frank Wall Street Reform and Consumer Protection Act, and NSP and CDBG Regulations. More specifically, the funds were approved by Congress for acquisition, rehabilitation or redevelopment of foreclosed, vacant or abandoned properties to enhance neighborhood stabilization in target areas.

Following public notice and input, the NSP3 Plan, detailing housing activities to be undertaken in the local community, was finalized and approved by the Board on February 3, 2011 (see Exhibit I) in advance of the HUD-established March 1, 2011 submission deadline. The NSP3 grant has now been reviewed and approved by HUD (see Exhibit II). This recommendation officially

acknowledges the award of NSP3 Grant #B-11-UN-12-0005 and provides for ratification of the earlier execution of the grant Agreement by the County Administrator.

**BUDGETARY IMPACT:**

The NSP3 funding of \$1,210,487 is budgeted in Fund 129 per approval of a supplemental budget amendment by the Board on May 5, 2011. No matching funds are required for the grant.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A.

**PERSONNEL:**

All project level activities will be managed by Neighborhood Enterprise Foundation, Inc. (NEFI), with the support of the Clerk's Finance for financial matters. Such services are provided for in the approved NSP3 grant administrative cost budget, not to exceed 10% of the grant. No additional County personnel or personnel reclassifications are associated with the NSP3 or its implementation. The acquisition/rehabilitation/resale-rental and special needs components of the program may be carried out contractually by one or more local non-profit organizations that possess expertise in the affordable housing arena.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The award of grant funds must be officially acknowledged by the Board.

**IMPLEMENTATION/COORDINATION:**

The NSP3 will be coordinated by NEFI staff, with the cooperation and support of local non-profit housing agencies. NSP3 funds should be available for obligation in late May or early June 2011. Preparation of the NSP3 Substantial Amendment involved many local housing interests and concerns. These parties have maintained contact with NEFI regarding the approval process for the NSP3 grant and grant implementation process. Additional agency Agreements will be forthcoming in the future to support implementation of various aspects of the overall NSP3 initiative.

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**Attachments**

Exhibit I

Exhibit II

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to 2010 Escambia Consortium Annual Action Plan (Funding: Fund/Cost Center to be assigned):
- A. Approve, and authorize submission of, a Substantial Amendment to the 2010 Escambia Consortium Annual Action Plan to incorporate \$1,210,487 in NSP3 funding to undertake activities targeting the acquisition, rehabilitation, or redevelopment of foreclosed, vacant, or abandoned properties in designated areas of Escambia County and the City of Pensacola, as provided by the U. S. Department of Housing and Urban Development (HUD) under the National Housing Economic Recovery Act of 2008 (HERA), as amended; and
  - B. Authorize the County Administrator to execute the 2010 Substantial Amendment and related NSP3 Program forms, certifications, and any related documents, as may be required to submit the Amendment to HUD, and authorize the County Administrator or Chairman, as appropriate, to execute all documents required to receive the NSP3 funds and to implement the NSP3 Program.

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

9. Recommendation: That the Board take the following action concerning Escambia County's Office Recycling Program, PD 10-11.017 (Funding: N/A):
- A. Authorize the County to piggyback off the Escambia County School District Recycling Collection Services Agreement, which was made and entered into as of the 26th day of August, 2010 (the effective date), between the Escambia County School District and West Florida Recycling, LLC, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II; and
  - B. Award a Contract to West Florida Recycling, LLC, at no cost to the County, for collection and processing of County facility generated recyclables.

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



U. S. Department of Housing and Urban Development  
Jacksonville Field Office  
Charles Bennett Federal Building  
400 West Bay Street  
Suite 1015  
Jacksonville, Florida 32202-4410

**EXHIBIT II**

March 11, 2011

Mr. Charles Oliver  
County Administrator  
Escambia County  
P O Box 1591  
Pensacola, FL 32597

**NSP3 Funding Approval and Grant Agreement  
Escambia County, FL  
B-11-UN-12-0005**

Dear Mr. Oliver:

Enclosed are three copies of the Funding Approval and Grant Agreement (Grant Agreement) for Neighborhood Stabilization Program 3 (NSP 3) grant funds allocated to Escambia County. The Department has approved your jurisdiction's substantial action plan amendment for the NSP 3 funds in the amount of \$1,210,487, and looks forward to working with you as your jurisdiction begins to implement its NSP 3 program.

The NSP 3 program is authorized by Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank). Please note that under the terms of Dodd-Frank, NSP 3 grantees have the same deadlines for expenditure as NSP 2, defined in the Title XII of American Recovery and Reinvestment Act (ARRA): grantees must expend 50% of their grant amount in two years and 100% of their grant amount in three years. The two-year period was triggered by HUD's execution of the Grant Agreement. Please execute the agreements and return them to HUD as quickly as possible to ensure that you have the maximum time available to use the NSP funds. Make sure to include a copy of the Grantee's CCR registration when returning the agreement to this office. Grant Agreements should be returned to this office at the following address:

**Mr. Gary Causey, Director  
US Department of Housing and Urban Development  
Community Planning and Development Division  
Jacksonville Field Office  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202-1015**

Grant Agreements must be signed by an authorized official of the grantee. Upon receipt of the executed Grant Agreement, HUD will immediately forward the fully executed Grant

*HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination*



Agreement to the Department's accounting operations center in order to make the funds available on the grantee's line of credit. Please recall that NSP funds will be available through HUD's Disaster Recovery Grant Reporting (DRGR) system, not the Integrated Disbursement and Information System (IDIS). If you have questions regarding DRGR, please contact the DRGR help desk at [DRGR\\_Help@hud.gov](mailto:DRGR_Help@hud.gov). HUD will notify grantees when NSP funds are available for drawdown through DRGR.

Grantees are reminded that the October 19, 2010, Federal Register Notice for NSP 3 requires quarterly reporting by grantees (see 75 FR 64337, Section O, Reporting). Such reports are due not later than 30 days following the end of each calendar quarter with the first such report due not later than July 31, 2011, for the quarter ending June 30, 2011. Given three-year period in which grantees must expend the NSP 3 funds, it is imperative that grantees regularly update DRGR with program performance information. HUD will closely monitor quarterly report submissions and will aggressively pursue grantees that fail to report in a timely manner. Grantees are also reminded that each quarterly report must be posted on their web sites so that the public may have ready access to the information.

In the October 19, 2010 Notice, HUD authorized grantees to use up to 10 percent of their NSP funds for administrative costs incurred in management and implementation of the NSP program. While HUD is cognizant of the fiscal pressures facing many state and local governments, please understand that these funds may only be used for administration of NSP and may not be used to finance the broader governmental functions of the grantee. The Department will be monitoring NSP draw downs to identify instances where grantees draw administrative funds that are excessive in relation to the level of program progress.

Grantees are reminded that:

- The October 19, 2010, Federal Register Notice requires that NSP grantees maintain on their official website a copy of the final approved substantial action plan amendment. Grantees are also reminded that they are required to post quarterly performance reports to their websites concurrent with their submission to HUD.
- NSP-funded activities are subject to applicable provisions of the HUD Environmental Review Procedures (24 CFR Part 58). In this regard a request for release of funds must be approved by HUD prior to the obligation or utilization of funds for NSP activities. The environmental review process for NSP is the same as for the Community Development Block Grant (CDBG) program.
- The Grant Agreement requires grantees to submit information on performance measurement as established by the Secretary for activities undertaken with NSP grant funds.
- As a recipient of HUD funds, federal law requires that grantees ensure their plan benefits all members of their community, without regard to race, color, national origin, sex, religion, familial status, or disability. Grantees should take affirmative steps to ensure

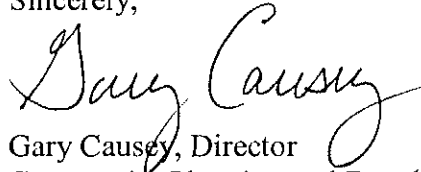
NSP3 Funding Approval and Contract Agreement  
Escambia County, FL

that no person is denied the benefit of housing or housing-related services for any of the foregoing reasons.

- Providing false, fictitious or misleading information with respect to the administration of NSP funds may result in criminal, civil or administrative prosecution under 18 U.S.C. 1001, 18 U.S.C. 1343, 31 U.S.C. 3729, 31 U.S.C. 3801, or another applicable statute.

The Department is pleased to have this opportunity to work with your jurisdiction through the Neighborhood Stabilization Program and we are available to assist with your implementation of the program. If you have not already been contacted by HUD staff or a Technical Assistance provider, please feel free to take advantage of customized training and capacity building opportunities through the NSP TA Program. More information can be found on the NSP Resource Exchange at [www.hud.gov/nspta](http://www.hud.gov/nspta).

Sincerely,



Gary Causey, Director  
Community Planning and Development, 4HD

Enclosures

C.  
Mr. Randy Wilkerson  
Executive Director  
Neighborhood Enterprise



**FUNDING APPROVAL AND GRANT AGREEMENT FOR  
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) FUNDS  
AS AUTHORIZED AND APPROPRIATED UNDER THE WALL STREET  
REFORM AND CONSUMER PROTECTION ACT OF 2010, AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009 AND THE HOUSING  
AND ECONOMIC RECOVERY ACT OF 2008  
(PUBLIC LAWS 111-203, 111-005 and 110-289)**

**NSP3 GRANTEE: Escambia County**

**NSP3 GRANT NUMBER: B-11-UN-12-0005**

**NSP3 GRANT AMOUNT: \$1,210,487**

**NSP3 APPROVAL DATE: 3/10/2011**

**NSP3 EXPENDITURE DEADLINE (2 YEAR): 3/9/2013**

**NSP3 EXPENDITURE DEADLINE (3 YEAR): 3/9/2014**

**GRANTEE DUNS NUMBER: 075079673**

1. This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and **Escambia County** (Grantee) is made pursuant to the authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203 (July 21, 2010)) (Dodd-Frank Act), title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5 (February 17, 2009)) (Recovery Act) and sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 of HERA is known as the “Neighborhood Stabilization Program” or “NSP.” The term “NSP2” refers to the second appropriation of NSP funds provided under the Recovery Act. The additional allocation under the Frank Dodd Act represents the third round of Neighborhood Stabilization Program funding and is referred to as “NSP3.” Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010) (NSP3 Notice); the Dodd-Frank Act; the Recovery Act; HERA; the Grantee’s application for NSP3; the HUD regulations at 24 CFR Part 570 (as modified by the NSP3 Notice as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement. In the event of a conflict between a provision of the Grantee’s Application and any provision of this Grant Agreement, the latter shall control.

2. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements) and the Federal Funding Accountability and Transparency Act (Pub. L. 109–282) (including implementing guidance).
3. Subject to the provisions of this Grant Agreement, HUD will make NSP3 Grant Funds in the amount of **\$1,210,487** available to the Grantee upon execution of this Grant Agreement by the parties. Of that amount, **\$302,622** must be used to house individuals or families whose incomes do not exceed 50 percent of area median income, pursuant to Dodd-Frank Act. The Grantee shall have 24 months from the date of HUD's execution of this Grant Agreement to expend half of the NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The Grantee shall have 36 months from the date of HUD's execution of this Grant Agreement to expend the total NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The NSP3 Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP3 Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the NSP3 Notice, as amended. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP3, such costs are limited to those incurred on or after the date that the NSP3 Notice was published by HUD.
4. The Grantee agrees to assume all of the responsibilities for environmental review, decisionmaking, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58.
5. The Grantee agrees that it will demolish or convert units using NSP3 funds only to the extent and scope described in the NSP3 substantial amendment. The Grantee agrees that under no circumstances will NSP3 funds be used to demolish any public housing (as defined in section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a)).
6. The Grantee agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP3 acquisitions of foreclosed property. The Grantee must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the initial successor in interest in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Grantee will not use NSP3 funds to finance the acquisition of property from any initial successor in interest that failed to comply with applicable requirements unless the Grantee assumes the obligations of such initial successor in interest with respect to bona fide tenants. If the Grantee elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP3 funded acquisition with the

assistance outlined in 24 CFR 570.606. If the Grantee knows that the ISII did not comply with the NSP tenant protection requirements and vacated the property contrary to the NSP requirements, NSP3 funds cannot be used to acquire such properties.

7. The Grantee further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration.
8. This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall also review, among other things, whether the amendment is otherwise consistent with the Dodd-Frank Act, the Recovery Act, HERA, the NSP3 Notice, as amended, and the Regulations.
9. The Grantee may not amend its Grantee Submission other than as described above; however, such amendments will be subject to the requirements of the NSP3 Notice and any revisions HUD may make to the NSP3 Notice (or any successor Notice or regulation).
10. The Grantee must respond in writing to any citizen complaint within 15 working days, if feasible, and send a copy of the response to HUD. The Grantee shall at all times maintain an up-to-date copy of its Grantee Application, including all amendments approved by HUD, on its Internet website. Further, the Grantee shall maintain information on all draw downs, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506 and the NSP3 Notice, as amended, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.
11. The Grantee is advised that providing false, fictitious or misleading information with respect to NSP3 Grant Funds may result in criminal, civil or administrative prosecution under 18 USC § 1001, 18 USC § 1343, 31 USC § 3729, 31 USC § 3801 or another applicable statute.
12. Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP3 grants.

**[Remaining of this page blank]**







**CCR Search Results**

Not to be used as certifications and representations. See ORCA for official certification.

**Registration Status:** Active in CCR; Registration valid until 01/14/2012.

**DUNS:** 075079673

**DUNS PLUS4:**

**CAGE/NCAGE:** 1XT14

**Legal Business Name:** COUNTY OF ESCAMBIA

**Doing Business As (DBA):** COMMISSIONERS ESCAMBIA COUNTY

**Division Name:**

**Division Number:**

**Company URL:** <http://www.co.escambia.fl.us>

**Physical Street Address 1:** 221 PALAFOX PL STE 140

**Physical Street Address 2:**

**Physical City:** PENSACOLA

**Physical State:** FL

**Physical Foreign Province:**

**Physical Zip/Postal Code:** 32502-5833

**Physical Country:** USA

**Mailing Name:** ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**Mailing Street Address 1:** 221 SOUTH PALAFOX PL

**Mailing Street Address 2:**

**Mailing City:** PENSACOLA

**Mailing State:** FL

**Mailing Foreign Province:**

**Mailing Zip/Postal Code:** 32502-5843

**Mailing Country:** USA

**Business Start Date:** 07/21/1821

**Delinquent Federal Debt:** No

**CORPORATE INFORMATION****Type of Organization**

U.S. Government Entity

**Business Types/Grants**

12 - U.S. Local Government

V2 - Grants

C7 - County



**Zip/Postal Code:** 32502-5833  
**Country:** USA  
**U.S. Phone:** 850-595-4946  
**Non-U.S. Phone:**  
**Fax:** 850-595-4908

**Past Performance Primary POC**

**Name:**  
**Address Line 1:**  
**Address Line 2:**  
**City:**  
**State:**  
**Foreign Province:**  
**Zip/Postal Code:**  
**Country:**  
**U.S. Phone:**  
**Non-U.S. Phone:**  
**Fax:**

**Electronic Business Primary POC**

**Name:** PATRICIA L. SHELDON  
**Address Line 1:** 221 SOUTH PALAFOX PLACE  
STE 140  
**Address Line 2:**  
**City:** PENSACOLA  
**State:** FL  
**Foreign Province:**  
**Zip/Postal Code:** 32502-5833  
**Country:** USA  
**U.S. Phone:** 850-595-4825  
**Non-U.S. Phone:**  
**Fax:**

**Zip/Postal Code:** 32502-5833  
**Country:** USA  
**U.S. Phone:** 850-595-4956  
**Non-U.S. Phone:**  
**Fax:** 850-595-4810

**Past Performance Alternate POC**

**Name:**  
**Address Line 1:**  
**Address Line 2:**  
**City:**  
**State:**  
**Foreign Province:**  
**Zip/Postal Code:**  
**Country:**  
**U.S. Phone:**  
**Non-U.S. Phone:**  
**Fax:**

**Electronic Business Alternate POC**

**Name:** DEBRA ARMENTI  
**Address Line 1:** 221 SOUTH PALAFOX PLACE  
**Address Line 2:**  
**City:** PENSACOLA  
**State:** FL  
**Foreign Province:**  
**Zip/Postal Code:** 32502  
**Country:** USA  
**U.S. Phone:** 850-595-4914  
**Non-U.S. Phone:**  
**Fax:**





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

**AI-744**

**County Administrator's Report Item #: 11. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Commercial Facade Grant Funding and Lien Agreements 3111 West Fairfield Drive

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3111 West Fairfield Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 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 3111 West Fairfield Drive:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Michael Mahn, owner of residential property located at 3111 West Fairfield Drive, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the following improvements: install a new privacy fence, gravel parking lot, and landscape improvements to include planting trees and shrubs; and

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

**BACKGROUND:**

On May 19, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and Michael Mahn. 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, and Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/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:**

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

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**Attachments**

3111 W. Fairfield Facade

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19<sup>th</sup> day of May 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michael Mahn, (the "Recipient"), owner of commercial property located at 3111 West Fairfield Drive, 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 **\$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 **19th** day of **May 2011**, and the Project shall be complete on or before the **19th** day of **August 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 Dept.  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

**Recipient:**

Michael Mahn  
Interstate Auto Sales  
3101 West Fairfield Drive  
Pensacola, FL 32505

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: 4/18/11

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]  
\_\_\_\_\_  
**Michael Mahn, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April 2011 by **Michael Mahn**, Property Owner. He/She ( ) is personally known to me or (X) has produced FL Lic # M500... 407.0 as identification.



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

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Michael Mahn**  
Property Address: **3111 West Fairfield Drive, Pensacola, FL 32505**

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

**Install a new privacy fence, gravel parking lot, and landscape improvements to include planting trees and shrubs.**



**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Michael Mahn</u></b>	<b><u>3111 West Fairfield Drive Pensacola, Florida 32505</u></b>	<b><u>16-2S-30-1300-001-039</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:

[Signature]  
Michael Mahn, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2011 by Michael Mahn, Property Owner. (H)/She ( ) is personally known to me or ( ) has produced PLLC M500... 467.0 as identification.



[Signature]  
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: [Signature]  
Title: ACA  
Date: 4/18/11

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\Michael Mahn\_\_3111 W Fairfield\_052011.doc







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

**AI-743**

**County Administrator's Report Item #: 11. 22.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Commercial Facade Grant Funding and Lien Agreements 2323 North "E" Street

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements 2323 North "E" Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 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 2323 North "E" Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Terry Hale, owner of residential property located at 2323 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for the following improvements: install a new masonry fence and landscape improvements to include palm trees; and

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

**BACKGROUND:**

On May 19, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and Terry Hale. 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, and Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/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:**

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

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**Attachments**

2323 North "E" St. Facade

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19<sup>th</sup> day of May 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Terry Hale, (the "Recipient"), owner of commercial property located at 2323 North "E" 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 **\$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 **19th** day of **May 2011**, and the Project shall be complete on or before the **19th** day of **August 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 Dept.  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

**Recipient:**  
Terry Hale  
Peacock Restaurant & Lounge, Inc.  
2323 North "E" 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: [Signature]  
Title: HCA  
Date: 4/18/11

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

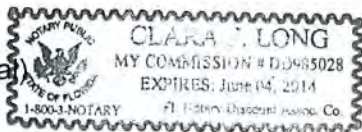
(SEAL)

For Recipient: [Signature]  
**Terry Hale, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April 2011 by Terry Hale, Property Owner. He/She ( ) is personally known to me or (  ) has produced FL H400-812-56-201-0 as identification.

(Notary Seal)



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



**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

**Property Owner: Terry Hale**  
**Property Address: 2323 North "E" Street, Pensacola, FL 32501**

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

**Install a new masonry fence and landscape improvements to include palm trees.**

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Terry Hale</u></b>	<b><u>2323 North "E" Street Pensacola, Florida 32501</u></b>	<b><u>18-2S-30-6000-006-029</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:

Terry Hale  
Terry Hale, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2011 by Terry Hale, Property Owner. He/She ( ) is personally known to me or ( ) has produced FLIC #400 ... 209.0 as identification.



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: Kristen Hual  
Title: HCA  
Date: 4/18/11

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

**AI-745**

**County Administrator's Report Item #: 11. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Commercial Facade Grant Program Cancellation of Lien for 1717 North Pace Boulevard

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade Grant Program Cancellation of Lien for 1717 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 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 Cancellation of Lien for the property located at 1717 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Cancellation of Lien between Escambia County CRA and TRC Pace, LLC, owner of the commercial property located at 1717 North Pace Boulevard, in the amount of \$10,000, since the aforementioned property owner has met the Grant requirements; and

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

**BACKGROUND:**

On May 19, 2011, a CRA meeting was convened to consider approval of the Cancellation of Lien. The above referenced property owner have satisfied the one-year compliance with the Grant program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Cancellation of Lien was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board ratification approving the Commercial Facade Grant Program Cancellation of Lien.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien.

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**Attachments**

Lien Cancellation 1717 North Pace

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 **TRC Pace, LLC**, and recorded in Official Record Book **6624** at pages **487-488**, 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: Kristen Hual  
Title: ACA  
Date: 4/12/11



Escambia County  
Clerk's Original

5/20/2010 CARII-14

**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>TRC Pace, LLC</u>	<u>1717 North Pace Boulevard Pensacola, Florida 32505</u>	<u>17-25-30-1200-001-022</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 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.

Verified By: *A. Ward*  
Date: *5/21/10*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: TRC Pace, LLC

Jeffrey J. Lamberson  
Jeffrey J. Lamberson, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

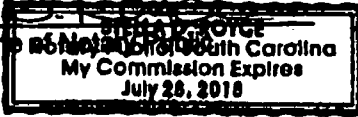
The foregoing instrument was acknowledged before me this 23 day of April, 2010 by Jeffrey J. Lamberson, President of TRC Pace, LLC. (He/She ) is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

Stella Proctor

Signature of Notary Public

Printed Name Stella Proctor



For: Escambia County  
Community Redevelopment Agency

By: Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman

BCC Approved: May 20, 2010  
Date Executed

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



By: Ernie Lee Magaha  
Deputy Clerk

5/20/2010  
This document approved as to form and legal sufficiency.

By: Kristina Hual  
Title: HHA  
Date: 5/19/10

This instrument prepared by:  
Clara Long, Redeveloper II  
Neighborhoods and Community Services Bureau  
Community Redevelopment Agency  
221 Palafox Place, Suite 305, Pensacola, FL 32502  
H:\WESD\CRA\GRANTS\Grant Agreements\2010\Twin Rivers Capital\_1717 Pace Blvd\_052010.doc



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

**AI-742**

**County Administrator's Report Item #: 11. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Residential Rehab Grant Funding and Lien Agreements 3218 North Tarragona Street

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 3218 North Tarragona Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 19, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 3218 North Tarragona Street:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theyuka T. Thomas, owner of residential property located at 3218 North Tarragona Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$3,140, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, for the following improvement: sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**BACKGROUND:**

On May 19, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Theyuka T. Thomas. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Palafox TIF, Fund 151, Cost Center 220517, and Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/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:**

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

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**Attachments**

3218 N. Tarragona Res. Grant

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

THIS FUNDING AGREEMENT is made and entered into this 19<sup>th</sup> day of May 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Theyuka T. Thomas, (the "Recipient"), owner of property located at 3218 North Tarragona Street, Pensacola, Florida, 32503.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$3,140**, 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 **\$3,140**, which shall be comprised of a cash contribution of **\$3,140**.
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 **19<sup>th</sup>** day of **May 2011**, and the Project shall be complete on or before the **19<sup>th</sup>** day of **August 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

<b><u>County:</u></b>	<b><u>Recipient:</u></b>
Clara Long, Urban Planner, CRA	Theyuka Thomas
Community & Environment Department	3218 North Tarragona Street
221 Palafox Place, Suite 305	Pensacola, FL 32503
Pensacola, Florida 32502	

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.

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

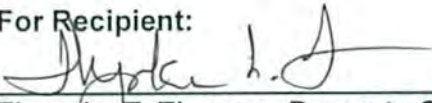
By: \_\_\_\_\_  
**Kevin W. White, Chairman**

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

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

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

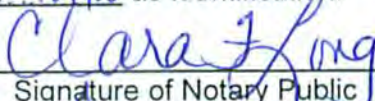
(SEAL)

For Recipient:  
  
\_\_\_\_\_  
**Theyuka T. Thomas, Property Owner**

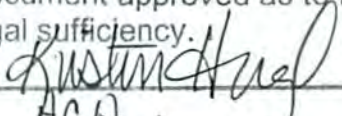
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2011 by **Theyuka T. Thomas**, Property Owner. He () is personally known to me or () has produced FLC/T520...094.0 as identification.



  
\_\_\_\_\_  
Signature of Notary Public  
**Clara F. Long**  
\_\_\_\_\_  
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By:   
Title: ACA  
Date: 4/21/11

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner: Theyuka T. Thomas**  
**Property Address: 3218 North Tarragona Street, Pensacola, FL 32503**

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

**Sanitary sewer connection.**

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

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Theyuka T. Thomas</u></b>	<b>Address of Property</b> <b><u>3218 North Tarragona Street</u></b> <b><u>Pensacola, FL 32503</u></b>	<b>Property Reference No.</b> <b><u>04-2S-30-6001-023-004</u></b>
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**Total Amount of Lien** **\$3,140**

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

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Theyuka T. Thomas  
Theyuka T. Thomas, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2011 by Theyuka T. Thomas, Property Owner. He () is personally known to me or () has produced FLIC T520... 094.0 as identification.



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

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

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

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

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

This instrument prepared by:  
Clara Long, Urban Planner, CRA  
Community & Environment Department  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Justin Chual  
Title: ACA  
Date: 4/21/11





Sanitary Sewer Connection  
3218 North Tarragona



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

**AI-800**

**County Administrator's Report Item #: 11. 25.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Change Order to Purchase Order #110547 - Little Tire Hauling, Inc.

**From:** Patrick T. Johnson

**Organization:** Solid Waste

**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Purchase Order #110547 to Little Tire Hauling, Inc., for Recycling Operations and Disposal of Waste Tires - Patrick T. Johnson, Solid Waste Management, Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover recycling and disposal of waste tires [Funding: Fund 401, Solid Waste Fund, Cost Center 220604, Object Code 53401]:

Department:	Solid Waste Management	
Division:	Waste Services/Recycling	
Type:	Addition	
Amount:	\$50,000	
Vendor:	Little Tire Hauling, Inc.	
Project Name:	Recycling/Disposal of Waste Tires	
Contract:	N/A	
PO#	110547	
Original Award Amount:		\$ 25,000
Cumulative Amount of Change Orders thru CO #3		\$120,000
New P.O. Amount		\$145,000

**BACKGROUND:**

This Change Order is needed to increase funding for hauling, recycling and disposal of the Department of Solid Waste Management's (DSWM) waste tires. An increase in tonnage of waste tires has been realized as a byproduct of landfill mining. The DSWM was unable to predict what the volume of tires would be until actual excavation and screening was begun in the old cell. Previously, when the mined cell was active, whole tires were not a prohibited waste and were allowed to be landfilled. Whole tires are now diverted from the waste stream for proper processing.

**BUDGETARY IMPACT:**

Funds for this Change Order are available in Fund 401, Solid Waste Fund, Cost Center 220604, Object Code 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Department of Solid Waste Management will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

---

**Attachments**

Little Tire Hauling PO

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 10724 SALEM CHURCH RD  
 ANDALUSIA AL 36420

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SOLID WASTE MANAGEMENT  
 13009 BEULAH ROAD  
 CANTONMENT FL 32533-8801

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ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 04/12/11	BUYER: LESTER BOYD	REQ. NO.: 11000605	REQ. DATE: 10/22/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
INCREASE COST CENTER: 220604, AND OBJECT CODE: 53401 BY \$40,000 FOR ADDITIONAL FUNDS FOR RECYCLING AND DISPOSING OF WASTE TIRES:  Previous Purchase Order Total Dollars: \$ 55,000 Net Dollars Added: \$ 40,000 New Purchase Order Total Dollars: \$ 95,000					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER TO RECYCLE AND DISPOSE OF WASTE TIRES. FOR PERIOD 10/01/10 - 09/30/11.	40000.0000	40,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	40,000.00
01	220604 53401	40,000.00		TOTAL \$	40,000.00

APPROVED BY 



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 110547-1**

CHANGE DATE: 12/07/10

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CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 LITTLE TIRE HAULING, INC  
 10724 SALEM CHURCH RD  
 ANDALUSIA AL 36420

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SOLID WASTE MANAGEMENT  
 13009 BEULAH ROAD  
 CANTONMENT FL 32533-8801

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ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 10/25/10	BUYER: LESTER BOYD	REQ. NO.: 11000605	REQ. DATE: 10/22/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CHANGE ORDER #1 TO PROVIDE FOR AN INCREASE IN PURCHASE ORDER TOTAL PRICE FOR ADDITIONAL SERVICES NEEDED					
PREVIOUS PURCHASE ORDER TOTAL PRICE: \$25,000					
NET DOLLARS FOR THIS CHANGE: \$30,000					
NEW PURCHASE ORDER TOTAL DOLLARS: \$55,000					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER TO RECYCLE AND DISPOSE OF WASTE TIRES. FOR PERIOD 10/01/10 - 09/30/11.	30000.0000	30,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	30,000.00
01	220604 53401	30,000.00		TOTAL \$	30,000.00

APPROVED BY Charles R. Olive 12/9/10

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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 CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 10724 SALEM CHURCH RD  
 ANDALUSIA AL 36420

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 SOLID WASTE MANAGEMENT  
 13009 BEULAH ROAD  
 CANTONMENT FL 32533-8801

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 ATTN: SWM DENEEN RUDD 850-937-2175

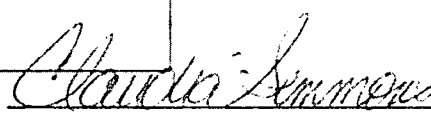
ORDER DATE: 10/25/10	BUYER: LESTER BOYD	REQ. NO.: 11000605	REQ. DATE: 10/22/10
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TERMS: NET 30 DAYS	F.O.B.:	DESC.:
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	The County shall be charged at a preferred status with the lowest price usually extended to the most favored customers. The vendor will reference the Purchase Order Number on all invoices. OPEN BLANKET PURCHASE ORDER TO RECYCLE AND DISPOSE OF WASTE TIRES. FOR PERIOD 10/01/10 - 09/30/11.	25000.0000	25,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	25,000.00
01	220604 53401	25,000.00		TOTAL \$	25,000.00

APPROVED BY





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

**AI-766**

**County Administrator's Report Item #: 11. 26.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Acquisition of Property Located at 2420 W. Delano Street from C & L Distributing Co., Inc.

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Property Located at 2420 West Delano Street from C & L Distributing Co., Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of two adjacent parcels of real property, located at 2420 West Delano Street, from C & L Distributing Co., Inc.:

A. Authorize staff to make an offer to D & L Distributing Co., Inc., to purchase two adjacent parcels of real property located at 2420 West Delano Street (approximately 0.62 acres) with a commercial structure located on site (small warehouse and office), for the appraised amount of \$67,000; 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 February 3, 2011, the Board approved the recommendation presented to the Committee of the Whole on January 13, 2011, authorizing staff to initiate the process to purchase properties in the Delano Street Drainage Area. Staff has identified two adjacent parcels of real property owned by D & L Distributing Co. Inc., located at 2420 West Delano Street, as suitable for stormwater drainage attenuation.

[Funding Source: Fund 352, LOST III, Account 210107/56101, Project #08EN0053 "Delano Road and Drainage Improvements" and Fund 181, "Master Drainage Basin VII", Account 210725/56101]

**BACKGROUND:**

Meeting in regular session on February 3, 2011, the Board approved the recommendation presented to the Committee of the Whole on January 13, 2011, authorizing staff to initiate the process to purchase properties in the Delano Street Drainage Area. Staff has identified two adjacent parcels of real property owned by D & L Distributing Co. Inc., located at 2420 W. Delano Street, as suitable for stormwater drainage attenuation.

The property consists of approximately 0.62 acres, with a commercial structure (small

warehouse and office) located on site. Staff requested that a property appraisal be performed by Charles C. Sherrill, Jr. The appraisal, dated March 3, 2011, placed a value of \$67,000 on the property. Staff discussed the appraised amount with the owners; the owner indicated that he could not accept the appraised amount and countered with an offer of \$80,000. Based on discussions with the owner, staff believes that he is firm on his offer. Staff is requesting Board authorization to make an offer to D & L Distributing Co., Inc., for the appraised amount of \$67,000. 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:**

Funds are available in Fund 352, LOST III, Account 210107/56101, Project #08EN0053 "Delano Road and Drainage Improvements", and Fund 181, "Master Drainage Basin VII", Account 210725/56101.

**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.

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**Attachments**

Board Agenda 1/20/11

Board Action 2/3/11

Parcel Information

Appraisal

Map

13. Committee of the Whole Recommendations.

Recommendation: The Committee of the Whole (C/W), at the January 13, 2011, C/W Workshop, recommends that the Board take the following action:

A. Take the following action concerning maintenance and improvements of private roads (C/W Item 3):

(1) Refer to T. Lloyd Kerr, Bureau Chief, Development Services Bureau, discussion concerning maintenance and improvements of private roads,"to move to the Land Development Code," and to receive input from the engineers as to the standards that address proper environment (for road construction); and

(2) Refer to the January 20, 2011, Regular Meeting, for the Board's consideration of the County accepting Bowker Road as a public road (for permanent County maintenance) and bringing Bowker Road up to County standards;

B. Take the following action concerning the Delano Street Area Drainage Project/Property Acquisition/Property Acquisition Policy (C/W Item 4):

(1) Authorize staff to pursue the acquisition, by purchase, of parcels in the Delano Street area; and

(2) Authorize staff to negotiate and perform surveys, assessments, and appraisals;

C. Approve the creation of a Policy that would allow a Commissioner to appoint a substitute, who would be approved by the Board, if the Commissioner is appointed to a committee that meets on a Board Meeting date, relative to discussion concerning the Escambia County School Readiness Coalition Appointment (C/W Item 6);

D. Take the following action concerning Boards/Committees established by the Board of County Commissioners (C/W Item 7):

(1) Eliminate the Citizens' Environmental Committee (CEC);

(2) Eliminate the Fire Services Citizens Advisory Committee (FSCAC); and

(3) Approve, for the remaining Advisory Committees accountable to the Board of County Commissioners, that:

(a) Each Committee will provide at least one report per year, tied to the Fiscal Year, at least two months prior to the beginning of the Fiscal Year, so the Board can consider it as part of the Budget process, unless any of the Committees are currently, under their bylaws or mission statements, required to provide more frequent reporting; and

(b) Committee Members who have three unexcused absences within a 12 month rolling period will be replaced; and

E. Approve, along with the Staff Actions/Recommendations (outlined in the PowerPoint Presentation, entitled, "Status Report: BP Oil Cleanup and Response

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-3. Approval of Various Consent Agenda Items – Continued
3. Continued...

C. Report of the January 13, 2011, C/W Workshop – Continued

AGENDA NUMBER – Continued

4. Delano Street Area Drainage Project/Property Acquisition/Property Acquisition Policy
  - A. Discussion – The C/W did not discuss this item; and
  - B. Board Direction – The C/W recommends that the Board take the following action concerning the Delano Street Area Drainage Project/Property Acquisition/Property Acquisition Policy:
    - (1) Authorize staff to pursue the acquisition, by purchase, of parcels in the Delano Street area; and
    - (2) Authorize staff to negotiate and perform surveys, assessments, and appraisals.

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

5. Housing Design Standards
  - A. Discussion – The C/W was advised by Commissioner White that discussion concerning Housing Design Standards has been dropped from the agenda; and
  - B. Board Direction – None.

(Continued on Page 14)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
<b>Reference:</b>	092S301100000084	<b>Improvements:</b>	\$24,241
<b>Account:</b>	052762000	<b>Land:</b>	\$14,540
<b>Owners:</b>	C & L DISTRIBUTING CO INC	<b>Total:</b>	\$38,781
<b>Mail:</b>	2420 DELANO ST PENSACOLA, FL 32505	<a href="#">Save Our Homes:</a>	\$0
<b>Situs:</b>	2420 W DELANO ST	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	WHOLESALE OUTLET	<a href="#">Amendment 1 Calculations</a>	
<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			

Sales Data		2010 Certified Roll Exemptions	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
			<b>Official Records (New Window)</b>
01/1978	1263 565	\$100	WD
01/1969	465 865	\$12,500	WD
01/1905	1104 907	\$100	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		None	
		Legal Description	
E 1/2 LT 84 & ALL LTS 85 86 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 1263 P 565			
		Extra Features	
METAL BUILDING			

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

**Section Map Id:**  
[09-2S-30-4](#)

**Approx. Acreage:**  
0.4400

**Zoned:**  
[C-2](#)





<b>Buildings</b>	
Building 1 - Address: 2420 W DELANO ST, Year Built: 1959, Effective Year: 1959	
<b>Structural Elements</b> <b>FOUNDATION</b> -SLAB ON GRADE <b>EXTERIOR WALL</b> -CONCRETE BLOCK <b>NO. PLUMBING FIXTURES</b> -2.00 <b>ROOF FRAMING</b> -FLAT/SHED <b>ROOF COVER</b> -ROLLED ROOFING <b>INTERIOR WALL</b> -UNFINISHED <b>FLOOR COVER</b> -CONCRETE-FINISH <b>NO. STORIES</b> -1.00 <b>DECOR/MILLWORK</b> -AVERAGE <b>HEAT/AIR</b> -NONE <b>STRUCTURAL FRAME</b> -WOOD FRAME	
<b>Areas</b> - 2580 Total SF <b>BASE AREA</b> - 2160 <b>OFFICE AVG</b> - 420	

**Images**



08/10/06



05/29/07



02/13/08

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.

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	092S30110000087
<b>Account:</b>	052763000
<b>Owners:</b>	C & L DISTRIBUTING CO INC
<b>Mail:</b>	2420 W DELANO ST PENSACOLA, FL 32505
<b>Situs:</b>	DELANO ST
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$5,065
<b>Total:</b>	\$5,065
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data	
<b>Sale Date</b>	<b>Book Page Value Type</b>
01/1976	967 804 \$100 WD
01/1976	1030 755 \$100 WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	

2010 Certified Roll Exemptions	
None	
<b>Legal Description</b>	
LT 87 OR 2146 P 427 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30	
<b>Extra Features</b>	
None	

**Parcel Information**

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**  
[09-2S-30-4](#)

**Approx. Acreage:**  
0.1800

**Zoned:**  
[C-2](#)



**SUMMARY APPRAISAL REPORT**

**OF A**

**COMMERCIAL PROPERTY**

**LOCATED AT**

**2420 DELANO STREET  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA**

**EXCLUSIVELY FOR**

**ESCAMBIA COUNTY PUBLIC WORKS BUREAU**

**AS OF**

**MARCH 3, 2011**

**BY**

**CHARLES C. SHERRILL, JR., MAI  
STATE CERTIFIED GENERAL APPRAISER #RZ0001665**

**410 EAST GOVERNMENT STREET**

**PENSACOLA, FLORIDA**

**32502**

## SUMMARY APPRAISAL REPORT

*Appraisals of income-producing properties typically consist of three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. In accordance with the prior agreement between the client and the appraiser for this particular assignment, the appraiser did not perform all three of the traditional approaches to value in this valuation appraisal process. However, the appraiser has determined that the appraisal process to be performed for this appraisal is sufficient to achieve credible assignment results based primarily upon the subject property type and the intended use of this appraisal. Additionally, the appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.*

*This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.*

*The subject property consists of an office/warehouse building, related site improvements, and underlying land that are located at 2420 Delano Street in Pensacola, Florida. The property is comprised of two adjoining parcels (tax accounts) which have been appraised as a combined whole. The property is currently occupied by the owner.*

**CLIENT:**

Escambia County Public Works Bureau  
Attention: Mr. Larry Goodwin  
Real Estate Acquisition Supervisor  
3363 West Park Place  
Pensacola, FL 32505

**APPRAISER:**

Charles C. Sherrill, Jr., MAI  
State Certified General Appraiser #RZ0001665  
Sherrill Appraisal Company  
P.O. Box 1671  
Pensacola, FL 32591

**APPRAISAL FILE NUMBER:**

N211-0118

**PROPERTY LOCATION:**

2420 Delano Street, Pensacola, Escambia County,  
Florida

**PROPERTY TYPE/CURRENT USE:**

Office/Warehouse

**REPORTED PROPERTY OWNER:** C & L Distributing Co., Inc.

**TAX ACCOUNT NUMBERS:** 05-2762-000 and 05-2763-000

**PARCEL IDENTIFICATION NOS.:** 09-2S-30-1100-000-084 and  
09-2S-30-1100-000-087

**CURRENT PROPERTY TAX ASSESSMENT (COMBINED):** \$43,846; There are no delinquent property taxes on the subject as the 2010 tax bills have been paid.

**LEGAL DESCRIPTIONS:** Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office are presented in the addendum of this appraisal report.

**ZONING CLASSIFICATION:** C-2; General Commercial

**TYPE AND DEFINITION OF VALUE:** The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined by the federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USE OF REPORT:** For the reported sole purpose of assisting the client, Escambia County Public Works Bureau, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

**INTEREST VALUED:** Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY INSPECTION:** March 3, 2011

**EFFECTIVE DATE OF VALUE:** March 3, 2011

**DATE OF APPRAISAL REPORT:** March 16, 2011

**FINAL ESTIMATE OF VALUE:** \$67,000 (Subject to attached appraisal assumptions and limiting conditions)

**SCOPE OF THE WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:**

Appraisals of income-producing properties typically consist of three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. In accordance with the prior agreement between the client and the appraiser for this particular assignment, the appraiser did not perform all three of the traditional approaches to value in this valuation appraisal process. However, the appraiser has determined that the appraisal process to be performed for this appraisal is sufficient to achieve credible assignment results based primarily upon the subject property type and the intended use of this appraisal. Additionally, the appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject site and the interior of the subject building, conducted a personal interview with the property owner, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable building sales. This information was applied in the Sales Comparison Approach to valuation, and it was given sole consideration in the final value conclusions.

**Scope of Work (Continued):** For this valuation, the appraiser did not perform the Cost or Income Capitalization Approaches since they were considered to not be necessary to achieve credible appraisal results. Based upon the property type of the subject and the highest and best use of the property, the appraiser concluded that the primary approach to value the subject property for this appraisal is the Sales Comparison Approach, and that this particular scope of appraisal work is sufficient to achieve credible assignment results.

This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation has been retained in the appraiser's file. This Summary Appraisal Report is intended to comply with the reporting requirements set for under Standards Rule 2-2(b) of the Uniformed Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it represents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

#### **DESCRIPTION OF REAL ESTATE APPRAISED:**

**Location Description:** Pensacola is located in the western-most county (Escambia) in Florida. It has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola. Overall, the area has a diversified employment base, stable population characteristics, and abundance of recreational activities. The near-term outlook for this metropolitan area appears favorable.

**Neighborhood Description:** The subject property is located outside the city limits of Pensacola in an established commercial area. Land uses in the general area include retail establishments, offices, restaurants, banks, residences, warehouses, pawn shops, churches, motels, condominiums, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

**Site Description:** The subject property is located on Delano Street, just west of North West of Fairfield Drive. This interior parcel is rectangular in shape. The site has a combined total of 175 feet of frontage on the north side of Delano Street and a depth of 150 feet. According to the Escambia County Property Appraiser's Office, the property contains a total of approximately 0.62 acre. This equates by calculation to a land area of 27,007 square feet. The indicated land-to-building ratio for the subject is 10.0 to 1.0, which is considered to be relatively favorable.



**Site Description (Continued):** The property is fairly level and moderately wooded (in the rear). The owner reported that Escambia County has performed some stormwater drainage improvements in the vicinity of the subject, but drainage of the property is reportedly unfavorable. Public sanitary sewer service is reportedly available to the subject. The public utilities available to the site are considered to be adequate. Access to the property is concluded to be adequate. It appears that the parcel is not located within a designated flood area.

The property is zoned C-2; General Commercial. The C-2 district is comprised of lands and structures used primarily to provide for the wholesale and retailing of commodities and the furnishing of certain major services and trade shops. The district provides for operations entailing manufacturing, fabrication, and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes, or characteristically. Accordingly, this particular district does allow for outside storage of materials and goods. This type of district occupies an area larger than that of the C-1; Retail Commercial District, is intended to serve a considerably greater population, and offers a wider range of services. Permitted uses within the C-2 district include a wide variety of commercial uses such as single-family residential, multiple-family residential, office, retail, restaurants, banks, motels, lounges, and warehouses. There are several non-permitted but conditional land uses within this classification but they require a public hearing and approval by the Escambia County Board of Adjustment. This zoning district also contains a number of restrictions such as minimum front, rear, and side yard areas, maximum lot coverage ratio, and a maximum building height limit of 120 feet or 12 stories. The present office/warehouse use of the subject property is permitted by the current C-2 zoning classification.

**Description of Improvements:** The subject improvements consist of an office/warehouse building which according to the appraiser's measurements and calculations contains approximately 2,696 square feet. The facility is constructed of concrete block exterior walls on a concrete foundation. The roof cover is of a flat-rolled material. The building has an eave height of approximately 8 to 10 feet. The front 420 square feet (approximately 16 percent of the building) are comprised of office space, and the remainder of the facility consists of unfinished warehouse area.

The building is reported to have been constructed in 1959. Overall, the facility is considered to be in fair physical condition.

The subject site improvements consist of a detached metal storage shed of nominal value, gravel and unpaved parking spaces, and fencing.

## **SALES HISTORY OF SUBJECT PROPERTY:**

According to public records, the subject property was acquired by the current owner prior to 1979. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the purchase of the subject property at a yet undetermined price.

## **HIGHEST AND BEST USE:**

**Highest and best use as if vacant.** The legally permissible uses of the subject site include a wide variety of commercial uses such as single-family residential, multiple-family residential, office, retail, restaurants, banks, motels, lounges, and warehouses. The potential for a zoning change appears to be unlikely. A legally permissible use that is also physically possible would be an office or warehouse use. Such uses are considered to be financially feasible based upon the size and physical characteristics, the zoning, the neighborhood conditions, and the location of the subject parcel. Thus, the maximally productive and highest and best use of the subject site as though it were vacant would be an office or warehouse use.

However, based upon current market conditions, it is concluded that a near-term hold until such time that demand within the local market increases to justify development of the parcel with these uses is reasonable. It is anticipated that such uses will become financially feasible after this interim period based upon the size and physical characteristics, the zoning of the subject parcel, and the subject neighborhood conditions. Thus, the maximally productive and highest and best use of the subject site as if vacant is a near-term hold with eventual office or warehouse use.

**Highest and best use as improved.** Neither demolition of the existing improvements and redevelopment of the subject site nor modification of the existing improvements would result in a higher return to the land than is currently being achieved. The existing office/warehouse facility is therefore concluded to be the highest and best use of the property as improved.

**SUMMARY OF SALES COMPARISON APPROACH:**

A summary of the data pertaining to improved sales considered to be similar to the subject is presented below. It should be noted that the search for comparables was extended back to 2007 given the lack of recent sales of similar office/warehouse properties in the local area.

<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/SQ. FT.</u>
5033	2210 West Town Street	03/31/08	\$215,000	10,771	\$19.96
4895	2324 Martin Luther King Drive	02/02/07	\$34,900	1,157	\$30.16
5403	1009 West Government Street	03/21/08	\$59,900	1,982	\$30.22
5078	10 South Third Street	10/01/08	\$400,000/ \$290,000*	8,544	\$33.94*

\* Effective sales price of real estate, when deducting the reported value contribution from the equipment and furnishings included in this transaction.

The above building sales represent properties considered generally comparable to the subject. The office/warehouse facilities range broadly in size from 1,157 to 10,771 square feet, which is fairly reflective of the size of the subject building. All are located throughout the general Pensacola area. The effective building ages range from approximately 25 to 40 years, which is fairly similar to that of the subject. The above comparables range broadly in effective price from \$34,900 to \$290,000. Before adjustments, these comparables indicate an effective unit price range of \$19.96 to \$33.94 per square foot of building area, including the land and site improvement contribution.

After necessary price adjustments are made for such dissimilarities as market conditions (time), location, size, condition, quality, and land-to-building ratio, when compared to the subject, the indicated value range for the subject is \$22.91 to \$26.88 per square foot. Based upon the overall characteristics of the subject property, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$25.00 per square foot of building area is estimated for this valuation. The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

**SUMMARY OF VALUATION CONCLUSION**

$$2,696 \text{ SQ. FT.} \quad \times \quad \$25.00/\text{SQ. FT.} \quad = \quad \$67,400$$

ROUNDED TO: \$67,000

The above total value estimate of \$67,000 is within the broad total effective sales price range of \$34,900 to \$290,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

s11-0118 grid

**SUMMARY OF BUILDING SALES ADJUSTMENTS**

	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>	<u>Comp. No. 4</u>
Index Number	5033	4895	5403	5078
Total Sales Price	\$215,000	\$34,900	\$59,900	\$290,000
Square Feet	10,771	1,157	1,982	8,544
Price Per Square Foot	\$19.96	\$30.16	\$30.22	\$33.94
<u>Price Adjustments</u>				
Property Rights Conveyed	--	--	--	--
Conditions of Sale	--	--	--	--
Market Conditions (Time)	-15%	-20%	-15%	-12%
Cumulative Adjustments for Above Conditions	-15%	-20%	-15%	-12%
Adjusted Price Per Square Foot for Above Conditions	\$16.97	\$24.13	\$25.69	\$29.87
<u>Other Price Adjustments</u>				
Location	--	-5%	-10%	-10%
Age/Condition/Quality	10%	15%	--	-25%
Building Size	15%	-10%	-5%	10%
Land/Bldg. Ratio	10%	5%	10%	15%
Zoning	--	--	--	--
Other	--	--	--	--
Cumulative Adjustments	35%	5%	-5%	-10%
Adjusted Price Per Square Foot	\$22.91	\$25.34	\$24.40	\$26.88

## **RECONCILIATION AND VALUE CONCLUSION:**

For this valuation, only the Sales Comparison was performed. In doing so, the market value of the fee simple title in the subject property, as of March 3, 2011, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$67,000. **As mentioned, this appraisal was prepared for the exclusive use of Escambia County Public Works Bureau.**

The property sales indicated that the exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been approximately 9 to 12 months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is concluded to be approximately 9 to 12 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a plot plan, a site plan, a copy of an aerial photograph, a building sketch, legal descriptions, a comparable location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. Appraisals of income-producing properties typically consist of three traditional approaches to value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. In accordance with the prior agreement between the client and the appraiser for this particular assignment, the appraiser did not perform all three of the traditional approaches to value in this valuation appraisal process. However, the appraiser has determined that the appraisal process to be performed for this appraisal is sufficient to achieve credible assignment results based primarily upon the subject property type and the intended use of this appraisal. Additionally, the appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.
2. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. 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.
8. 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.
9. 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.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. 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.
12. 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.
13. It is assumed that the utilization of the land and improvement 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.
14. 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 substance 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 substance 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.
15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.

18. 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.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **Escambia County Public Works Bureau** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. 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.
21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
22. The appraiser certifies that he has no debt relationship with Escambia County Public Works Bureau
23. This valuation is contingent upon the assumption that there is no contamination of the soil due to any source, including but not limited to underground tanks, if any.
24. This valuation is contingent upon a current survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.



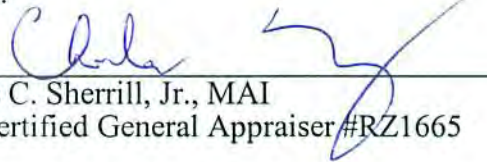
## **CERTIFICATION OF THE APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this 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, impartial, and 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 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 in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- The appraiser has neither prepared any appraisal nor performed any other real estate services involving the subject property in the three years preceding the effective date of this valuation. The appraiser concludes that he has no conflicts of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs of the Appraisal Institute and the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute. Furthermore, this appraisal report is invalid unless all signature pages have a blue-ink signature and an embossed seal of the appraiser.



---

Charles C. Sherrill, Jr., MAI  
State Certified General Appraiser #RZ1665

**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property



Rear View of Subject Office/Warehouse Building



**PHOTOGRAPHS OF SUBJECT PROPERTY**



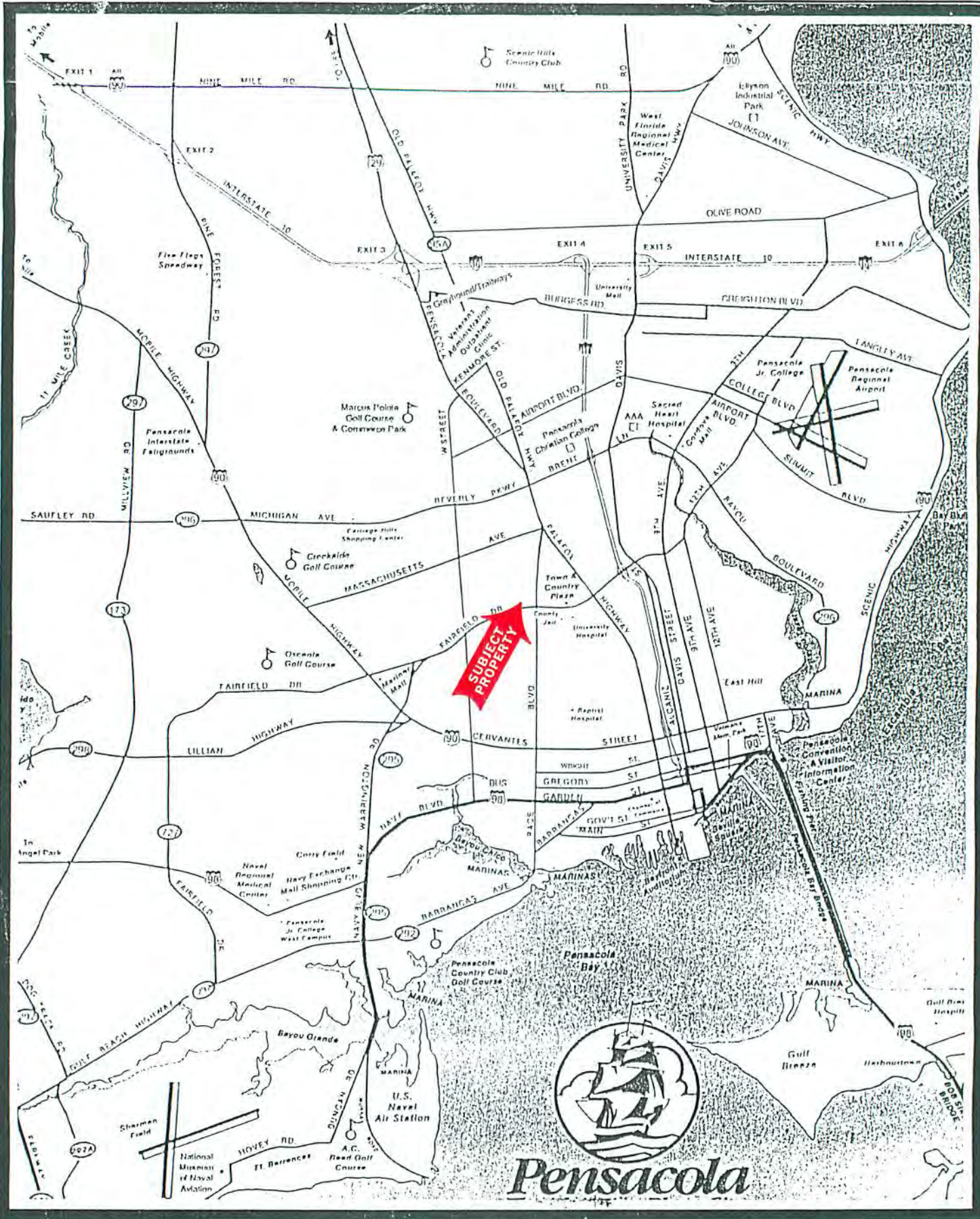
Interior View of Subject Building



Subject Street Scene From Delano Street



# Location Map





# Location Map



**SUBJECT'S PROPERTY**

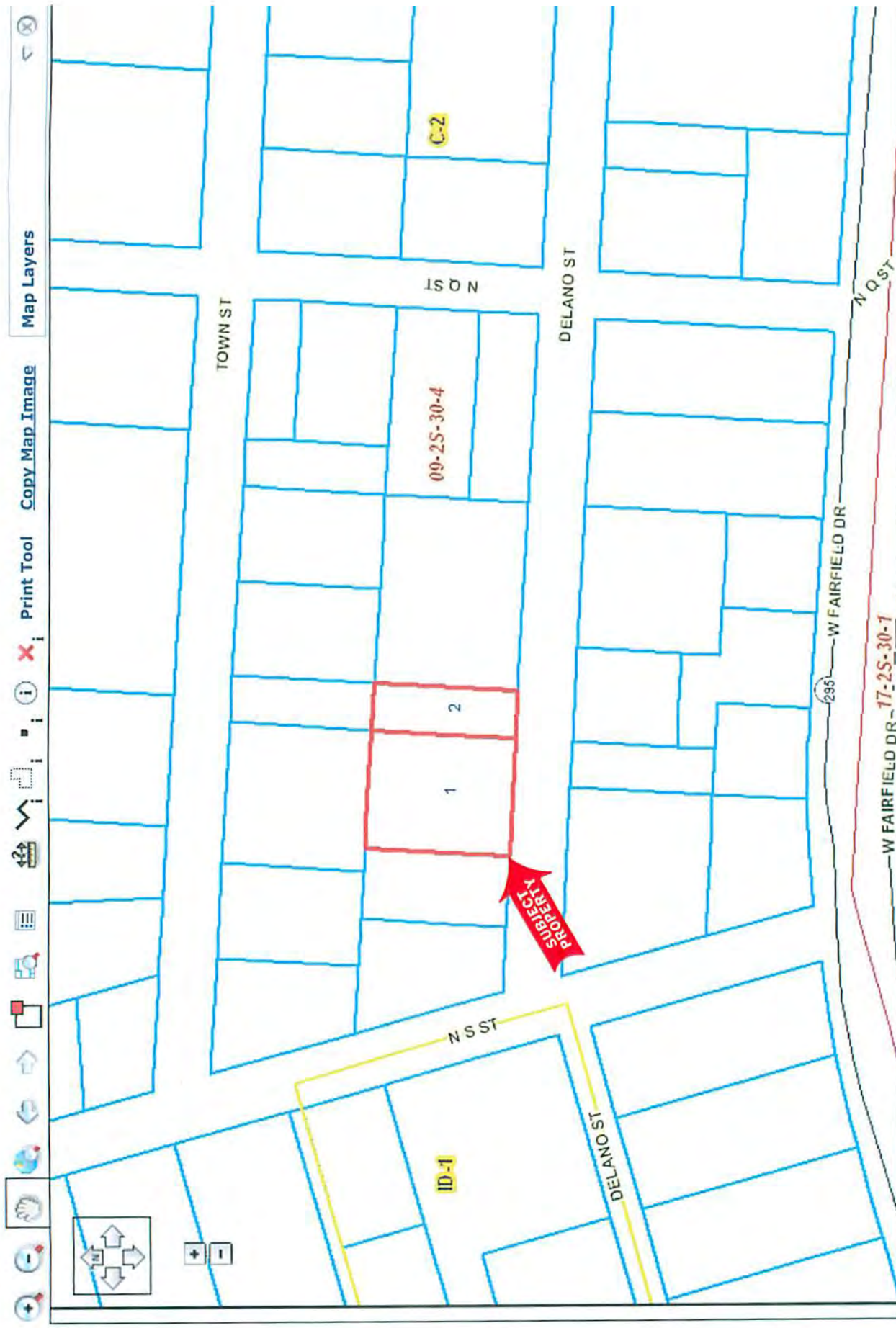
AA-41	PETTY DR	T-29	POULSEN ST	X-33	RHODA ST	X-35	SARRIA DR	Z-34	BELOWING
X-42		U-29	POWELL ST	W-33	RYTHM ST	X-38	SACHEM RD	U-40	BELUNA ST
BB-38	PETUNIA AV	X-35	POWELL CT	CC-36	RICE ST	S-32	SADDLE DR	T-32	
Z-28	PEYTON DR	AA-37	POWRIE DR	CC-36	RICHARDS RD	X-35	SADLERBROOK DR	V-35	BELMA ST
X-10	PHEASANT CT	X-32	PRICE AV	W-45	RICHMOND ST	V-42	SADEBUSH TRAIL	W-33	BEWICK
AA-36	PHENIX PL	Z-34	PRICE ST	W-34	RIDDICK DR	CC-37	SALBROT LN	CC-34	BEWICK
PALESTINE LANE		CC-32	RICHARD AV	X-33		CC-37	SANBORN CT	U-43	BEWICK





Chris Jones  
Escambia County  
Property Appraiser

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







**Chris Jones**  
Escambia County  
Property Appraiser

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

Map Layers

Copy Map Image

Print Tool

Map navigation icons: Home, Refresh, Back, Forward, Home, Print, Measure, Info, Full Screen, Close





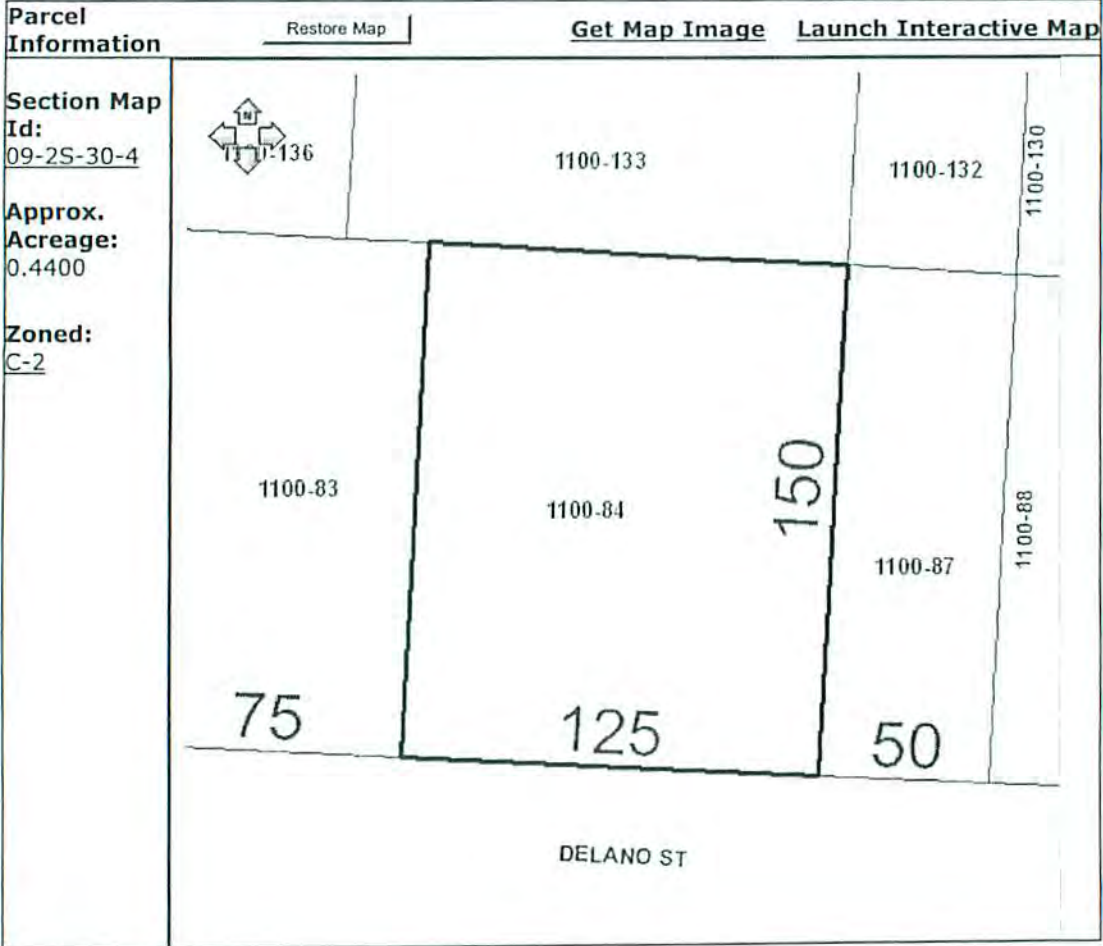
[Back](#)

**Source: Escambia County Property Appraiser**

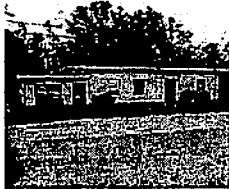
[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 092S301100000084 <b>Account:</b> 052762000 <b>Owners:</b> C & L DISTRIBUTING CO INC <b>Mail:</b> 2420 DELANO ST PENSACOLA, FL 32505 <b>Situs:</b> 2420 W DELANO ST 32505 <b>Use Code:</b> WHOLESALE OUTLET <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> \$24,241 <b>Land:</b> \$14,540 <hr/> <b>Total:</b> \$38,781 <b>Save Our Homes:</b> \$0 <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1 Calculations</a></p>
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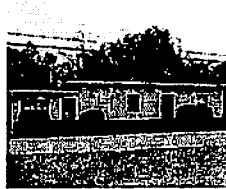
<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1978</td> <td>1263</td> <td>565</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1969</td> <td>465</td> <td>865</td> <td>\$12,500</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1905</td> <td>1104</td> <td>907</td> <td>\$100</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)	01/1978	1263	565	\$100	WD	<a href="#">View Instr</a>	01/1969	465	865	\$12,500	WD	<a href="#">View Instr</a>	01/1905	1104	907	\$100	WD	<a href="#">View Instr</a>	<b>2010 Certified Roll Exemptions</b> None <hr/> <b>Legal Description</b> E 1/2 LT 84 & ALL LTS 85 86 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 1263 P 565 <hr/> <b>Extra Features</b> METAL BUILDING
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
01/1978	1263	565	\$100	WD	<a href="#">View Instr</a>																				
01/1969	465	865	\$12,500	WD	<a href="#">View Instr</a>																				
01/1905	1104	907	\$100	WD	<a href="#">View Instr</a>																				



<b>Buildings</b>	
<b>Building 1 - Address: 2420 W DELANO ST, Year Built: 1959, Effective Year: 1959</b>	
<b>Structural Elements</b> <b>FOUNDATION-SLAB ON GRADE</b> <b>EXTERIOR WALL-CONCRETE BLOCK</b> <b>NO. PLUMBING FIXTURES-2.00</b> <b>ROOF FRAMING-FLAT/SHED</b> <b>ROOF COVER-ROLLED ROOFING</b> <b>INTERIOR WALL-UNFINISHED</b> <b>FLOOR COVER-CONCRETE-FINISH</b> <b>NO. STORIES-1.00</b> <b>DECOR/MILLWORK-AVERAGE</b> <b>HEAT/AIR-NONE</b> <b>STRUCTURAL FRAME-WOOD FRAME</b>	
<b>Areas - 2580 Total SF</b> <b>BASE AREA - 2160</b> <b>OFFICE AVG - 420</b>	
<b>Images</b>	



08/10/06

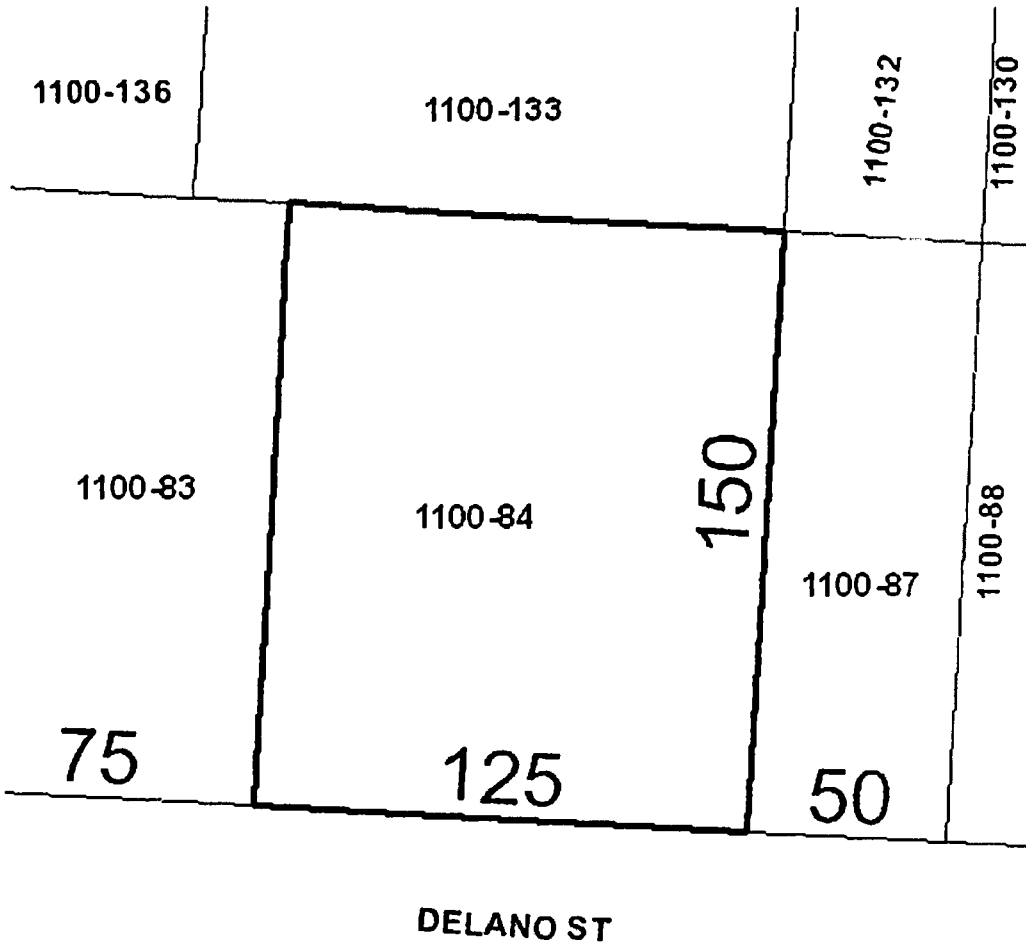


05/29/07



02/13/08

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



# Escambia County Tax Collector

generated on 2/24/2011 3:11:22 PM CST

## Tax Record

Last Update: 2/24/2011 3:11:21 PM CST

### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b>		<b>Tax Type</b>		<b>Tax Year</b>	
05-2762-000		REAL ESTATE		2010	
<b>Mailing Address</b>			<b>Property Address</b>		
C & L DISTRIBUTING CO INC 2420 DELANO ST PENSACOLA FL 32505			2420 W DELANO ST  GEO Number 092S30-1100-000-084		
<b>Exempt Amount</b>		<b>Taxable Value</b>			
See Below		See Below			
<b>Exemption Detail</b>		<b>Millage Code</b>		<b>Escrow Code</b>	
NO EXEMPTIONS		06			
<u>Legal Description (click for full description)</u>					
092S30-1100-000-084 2420 W DELANO ST E 1/2 LT 84 & ALL LTS 85 86 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 OR 1263 P 565					
<b>Ad Valorem Taxes</b>					
<b>Taxing Authority</b>	<b>Rate</b>	<b>Assessed Value</b>	<b>Exemption Amount</b>	<b>Taxable Value</b>	<b>Taxes Levied</b>
COUNTY	6.9755	38,781	0	\$38,781	\$270.52
PUBLIC SCHOOLS					
By Local Board	2.2290	38,781	0	\$38,781	\$86.44
By State Law	5.6310	38,781	0	\$38,781	\$218.38
SHERIFF	0.6850	38,781	0	\$38,781	\$26.56
WATER MANAGEMENT	0.0450	38,781	0	\$38,781	\$1.75
<b>Total Millage</b>		15.5655	<b>Total Taxes</b>		\$603.65
<b>Non-Ad Valorem Assessments</b>					
<b>Code</b>	<b>Levyng Authority</b>				<b>Amount</b>
NFP	FIRE (CALL 595-4960)				\$87.72
<b>Total Assessments</b>					\$87.72
<b>Taxes &amp; Assessments</b>					\$691.37
<b>If Paid By</b>				<b>Amount Due</b>	
				\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/2010	PAYMENT	221122.0001	2010	\$663.72

Prior Years Payment History

<b>Prior Year Taxes Due</b>
NO DELINQUENT TAXES



[Back](#)

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 092S301100000087 <b>Account:</b> 052763000 <b>Owners:</b> C & L DISTRIBUTING CO INC <b>Mail:</b> 2420 W DELANO ST PENSACOLA, FL 32505 <b>Situs:</b> DELANO ST 32505 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	<b>2010 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$5,065 <hr/> <b>Total:</b> \$5,065 <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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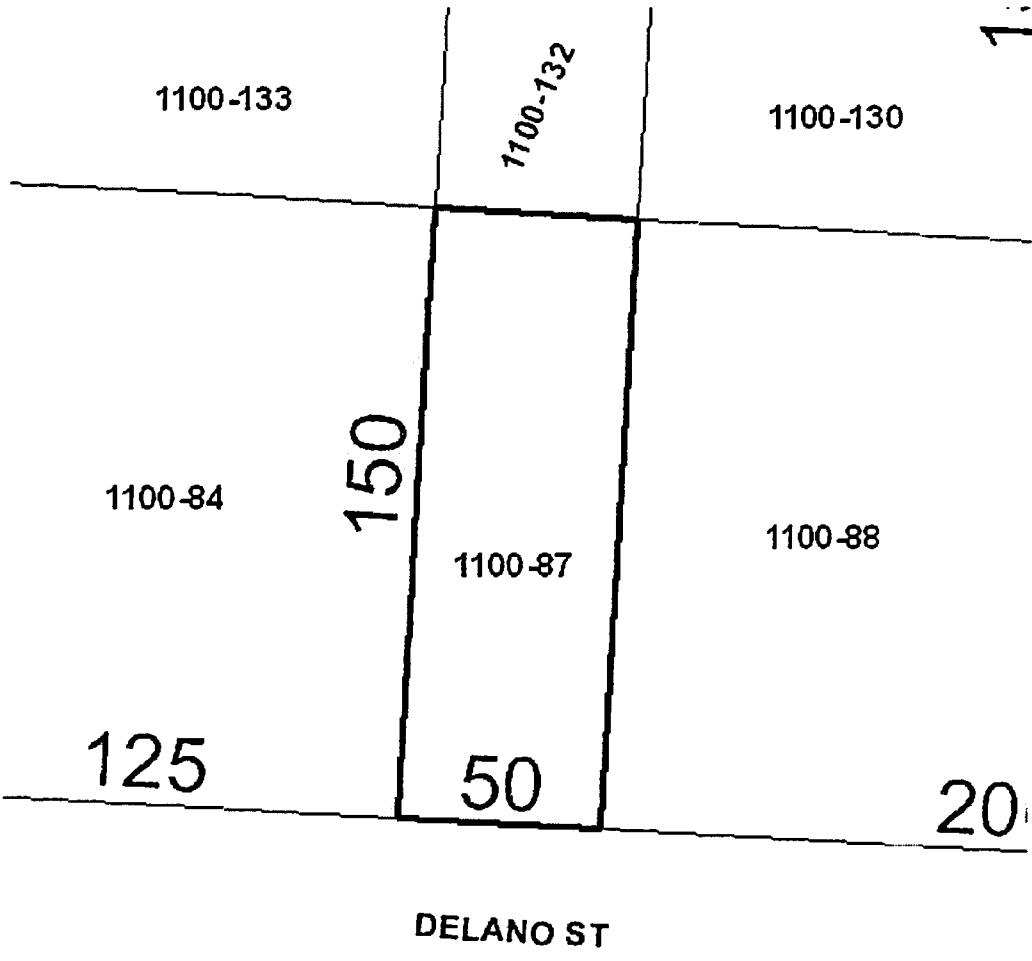
<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1976</td> <td>967</td> <td>804</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>01/1976</td> <td>1030</td> <td>755</td> <td>\$100</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)	01/1976	967	804	\$100	WD	<a href="#">View Instr</a>	01/1976	1030	755	\$100	WD	<a href="#">View Instr</a>	<b>2010 Certified Roll Exemptions</b> None <hr/> <b>Legal Description</b> LT 87 OR 2146 P 427 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30 <hr/> <b>Extra Features</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/1976	967	804	\$100	WD	<a href="#">View Instr</a>														
01/1976	1030	755	\$100	WD	<a href="#">View Instr</a>														

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

**Section Map Id:**  
09-2S-30-4

**Approx. Acreage:**  
0.1800

**Zoned:**  
C-2



**Tax Record**

Last Update: 2/24/2011 3:15:51 PM CST

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
05-2763-000	REAL ESTATE	2010			
<b>Mailing Address</b> C & L DISTRIBUTING CO INC 2420 W DELANO ST PENSACOLA FL 32505		<b>Property Address</b> 0 DELANO ST  <b>GEO Number</b> 092S30-1100-000-087			
<b>Exempt Amount</b>	<b>Taxable Value</b>				
See Below	See Below				
<b>Exemption Detail</b>	<b>Millage Code</b>	<b>Escrow Code</b>			
NO EXEMPTIONS	06				
<u>Legal Description (click for full description)</u>					
092S30-1100-000-087 0 DELANO ST LT 87 OR 2146 P 427 HYER PLACE PB 1 P 92 SEC 8/9 T 2S R 30					
<b>Ad Valorem Taxes</b>					
<b>Taxing Authority</b>	<b>Rate</b>	<b>Assessed Exemption Value</b>	<b>Amount</b>	<b>Taxable Value</b>	<b>Taxes Levied</b>
COUNTY	6.9755	5,065	0	\$5,065	\$35.33
PUBLIC SCHOOLS					
By Local Board	2.2290	5,065	0	\$5,065	\$11.29
By State Law	5.6310	5,065	0	\$5,065	\$28.52
SHERIFF	0.6850	5,065	0	\$5,065	\$3.47
WATER MANAGEMENT	0.0450	5,065	0	\$5,065	\$0.23
<b>Total Millage</b>		15.5655	<b>Total Taxes</b>		\$78.84
<b>Non-Ad Valorem Assessments</b>					
<b>Code</b>	<b>Levying Authority</b>				<b>Amount</b>
NFP	FIRE (CALL 595-4960)				\$9.88
<b>Total Assessments</b>					\$9.88
<b>Taxes &amp; Assessments</b>					\$88.72
<b>If Paid By</b>				<b>Amount Due</b>	
				\$0.00	

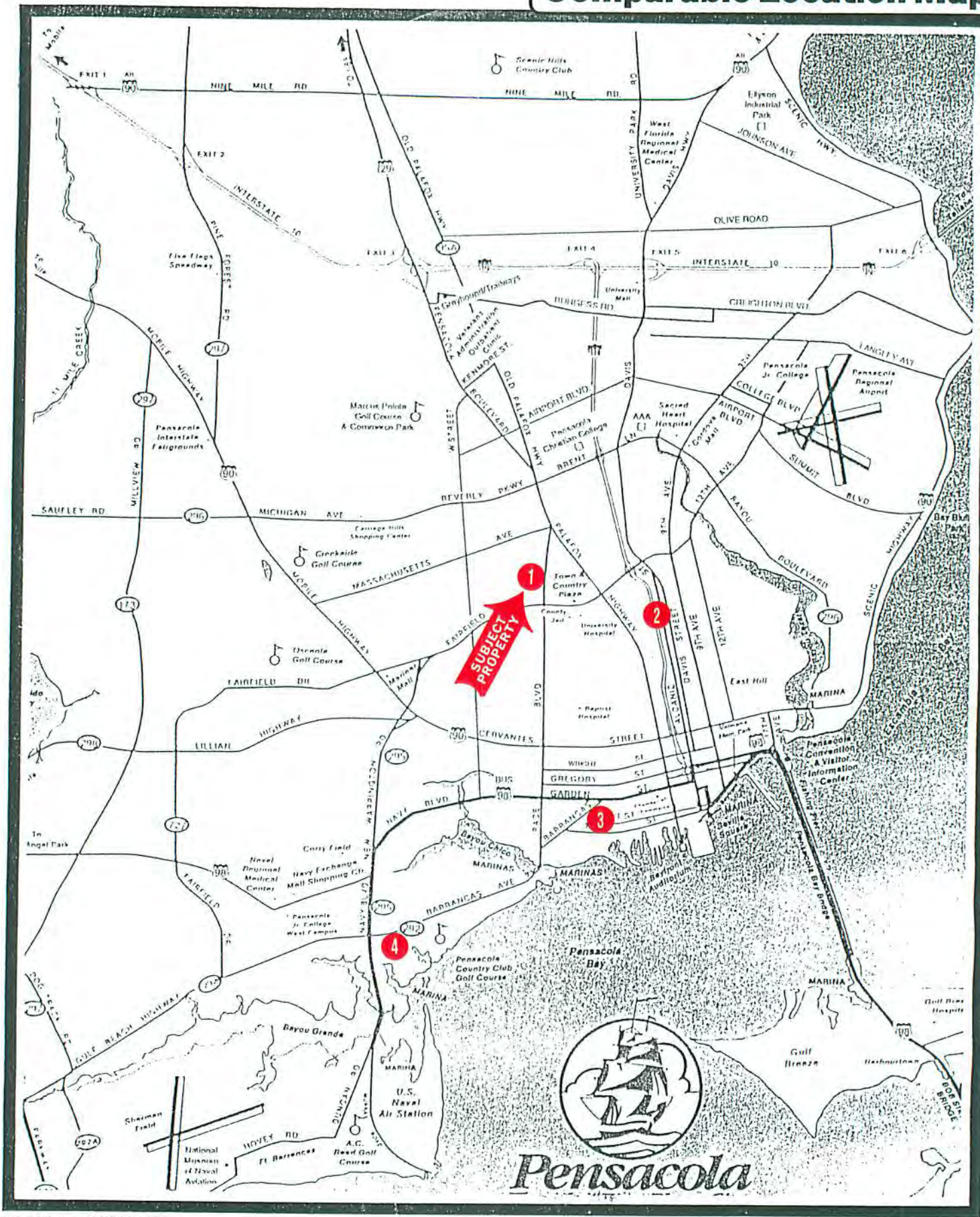
Date Paid	Transaction	Receipt	Item	Amount Paid
12/30/2010	PAYMENT	246247.0001	2010	\$86.06

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES



# Comparable Location Map



**Pensacola**

## APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: Vice President  
OFFICE ADDRESS: Sherrill Appraisal Company  
410 East Government Street  
Post Office Box 1671  
Pensacola, Florida 32591-1671  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

#### Appraisal Institute

- Eminent Domain and Condemnation (2009)
- Uniform Standards of Professional Appraisal Practice (2006/2009)
- Business Practices and Ethics (2006/2009)
- Analyzing Operating Expenses (2001/2008)
- Appraising from Blueprints and Specifications (2008)
- Feasibility, Market Value, and Investment Timing (2005)
- Analyzing Distressed Real Estate (2004)
- Hotel/Motel Valuation (2004)
- Effective Appraisal Report Writing (2003)
- FHA Homebuyer Protection Plan and The Appraisal Process (1999)
- Standards of Professional Practice - Part C (1998)
- Standards of Professional Practice - Part A (1987/1995/1997)
- Fair Lending and the Appraiser (1996)
- Appraisal of Retail Properties (1995)
- Standards of Professional Practice - Part B (1987/1994)
- Understanding Limited Appraisals and General Reporting Options - General (1994)
- Accrued Depreciation (1994)
- Depreciation Analysis (1993)
- Rates, Ratios, and Reasonableness (1992)
- Comprehensive Appraisal Workshop (1991)
- Real Estate Risk Analysis (1987)

## APPRAISER'S QUALIFICATIONS

### CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

#### State Certification

Florida Appraiser Supervisor/Trainee Rules (2008/2010)  
 Income Capitalization Approach (2007)  
 Neighborhood Analysis (2006/2010)  
 Communicating The Appraisal (2006/2010)  
 Appraisal Principles (2006/2010)  
 Sales Comparison Approach (2006/2010)  
 Real Estate, Mortgages, and Law (2006)  
 Florida Appraisal Laws and Regulations (2004/2005/2008/2010)  
 Appraiser Liability (2002)  
 Appraising the Appraiser (2000)  
 USPAP/Law Update (1992/1994/1996/1997/1999/2001/2002/2004/2005/2010)

### EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness multiple times in the Circuit Courts of Escambia and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute  
 Awarded the MAI designation by the Appraisal Institute in 1991  
 Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)  
 Member, Escambia County Value Adjustment Board (2008 – Present)  
 Member, Pensacola Association of Realtors  
 Member, Florida Association of Realtors  
 Member, National Association of Realtors  
 Member, Branch Banking and Trust Company Local Advisory Board of Directors

### CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
 Past Trustee, Pensacola Historical Society Foundation  
 Member and Past Executive Committee Member, Pensacola Junior College Board of Governors  
 Board Director and Executive Committee Member, Pensacola Sports Association  
 Current Board Member and Past Secretary/Past Treasurer, Fiesta of Five Flags Board of Governors  
 Member and Past Board Director & Executive Committee Member, Pensacola YMCA  
 Graduate, Leadership Pensacola (Class of 1999)  
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors  
 Member, Pensacola Area Chamber of Commerce  
 Past Member, Sertoma Club of Pensacola

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.



**APPRAISER'S QUALIFICATIONS****LISTING OF APPRAISER CLIENTS:****Mortgage Loan Purposes**

Aegon Realty Advisors Company	Hancock Bank
American Bank & Trust	Liberty Bank
Associates Financial Services	Metric Realty
Bank of America	Metropolitan Life Insurance Company
BBVA Compass	National Bank of Commerce (Alabama)
Beach Community Bank	Navy Federal Credit Union
Branch Banking & Trust (BB&T)	Pen Air Federal Credit Union
Canadian Imperial Bank of Commerce	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	People's First Community Bank
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	RBC Bank
Cumberland Bank (Kentucky)	Regions Bank
Dollar Bank	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Vanguard Bank & Trust Company
First Union National Bank	Whitney National Bank
Gulf Coast Community Bank	Wachovia Corporation
GulfSouth Private Bank	

**Market Value Purposes**

Aetna Realty Advisors	Florida Department of Transportation
Bank of Boston	Gulf American SBL, Inc.
Bank South N. A.	Lakeview Center
Baptist Health Care Corp.	Lasalle Realty Advisors
Barnett Banks, Inc.	PHH Relocation and Real Estate
Barnett Bank Trust Company N. A.	Pensacola Area Chamber of Commerce
Catholic Church Diocese	Pensacola Historical Society
Chicago Title Company	Pensacola Junior College
Citicorp Real Estate	Pensacola Preservation Board (State of Florida)
City of Fort Walton Beach	Port of Pensacola
City of Milton	Presbytery of Florida
City of Pensacola	Recoll Management Corporation Insurance Co.
Dusco Property Management	Sacred Heart Hospital
Episcopal Church Diocese	Saltmarsh, Cleaveland & Gund
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SouthTrust Bank of Alabama, N.A.
Escambia County Utilities Authority	Various Estates, Attorney's, Accountants, Insurance
Fairfield Communities, Inc.	Companies, Churches, & Property Owners
Federal Aviation Administration	Waterfront Rescue Mission
Federal Deposit Insurance Corporation	Wachovia Settlement Services, LLC
First Alabama Bank	WSRE Television
First National Bank of Georgia	
Fisher Brown Insurance Company (Cost Analysis)	
Ford Motor Company	

C & L DISTRIBUTING COMPANY PROPERTY @ 2420 DELANO STREET



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT  
LWG 04/10/11 DISTRICT 3

**TWO PARCELS OWNED BY C & L DISTRIBUTING COMPANY / TOTALING APPROX. 0.62 ACRES / APPRAISED: \$67,000 / OWNER WANTS \$80,000**





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-775

County Administrator's Report Item #: 11. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/19/2011

Issue: Purchase of Real Property Located at 1490 W. Moreno Street from Baptist Health Care Corporation

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

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### Information

#### RECOMMENDATION:

Recommendation Concerning the Purchase of Real Property Located at 1490 West Moreno Street from Baptist Health Care Corporation - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the purchase of two contiguous parcels of real property, located at 1490 West Moreno Street (totaling approximately 0.52 acres), from Baptist Health Care Corporation:

A. Authorize the purchase of two contiguous parcels of real property (totaling approximately 0.52 acres) from Baptist Health Care Corporation, for the appraised value of \$50,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents necessary to complete the purchase without further action of the Board, subject to Legal review and sign-off.

Meeting in regular session on February 19, 2009, the Board approved the recommendation to authorize staff to initiate the purchase process for properties in the Kupfrian Park Drainage area for stormwater attenuation purposes. Staff has identified two contiguous parcels of property located at 1490 West Moreno Street as suitable for stormwater attenuation. These vacant parcels total approximately 0.52 acres, and are owned by Baptist Health Care Corporation. Staff had an appraisal performed by Brantley & Associates, dated May 28, 2009, which placed a value of \$25,000 on each parcel, for a total of \$50,000. Baptist Health Care Corporation has indicated to staff that they are amendable to selling the land for this appraised value. The property owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase, so staff is now requesting Board authorization to proceed with the acquisition. Any offer approved by the Board shall include that the property owners will be responsible for the payment of closing costs of documentary stamps and that the property owners respond within 30 days from the date of the offer.

[Funds for this project are available in Fund 351, LOST II, Account 210105/56101, Project #05EN2313, and Fund 352, LOST III, Account 210107/56101, Project #10EN0433]

**BACKGROUND:**

Meeting in regular session on February 19, 2009, the Board approved the recommendation to authorize staff to initiate the purchase process for properties in the Kupfrian Park Drainage area for stormwater attenuation purposes. Staff has identified two contiguous parcels of property located at 1490 West Moreno Street as suitable for stormwater attenuation. These vacant parcels total approximately 0.52 acres, and are owned by Baptist Health Care Corporation. Staff had an appraisal performed by Brantley & Associates, dated May 28, 2009, which placed a value of \$25,000 on each parcel, for a total of \$50,000. Baptist Health Care Corporation has indicated to staff that they are amendable to selling the land for this appraised value. The property owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase, so staff is now requesting Board authorization to proceed with the acquisition. Any offer approved by the Board shall include that the property owners will be responsible for the payment of closing costs of documentary stamps and that the property owners respond within 30 days from the date of the offer.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 351, LOST II, Account 210105/56101, Project #05EN2313, and Fund 352, LOST III, Account 210107/56101, Project #10EN0433.

**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.

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**Attachments**

Board Action 2/19/09

Contract

Parcel Information

Appraisal 30-2S-30-1001-001-004

Appraisal 30-2S-30-1001-005-040

Title Commitment 30-2S-30-1001-001-040

Title Commisment 30-2S-30-1001-005-040

Map



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-36. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning the purchase of property, owned by Rinaldo and Connie A. Slaughter, for right-of-way for the Ten Mile Road at Chemstrand Road Intersection Improvement Project (Funding Source: Fund 352, Local Option Sales Tax III, Account 210107/56301/56101, Project 08EN0255):

1842

A. Authorizing staff to purchase a portion of property, owned by Rinaldo and Connie A. Slaughter (approximately 805 square feet, or 0.02 acre), for the Ten Mile Road at Chemstrand Road Intersection Improvement Project, for the negotiated price of \$1,811.25;

B. Authorizing the payment of documentary stamps because this property is being acquired for governmental use to improve the roadway and infrastructure at this intersection; this Project will benefit the County and its citizens by reducing traffic delays and providing greater safety; and

C. Authorizing the Chairman to sign all documents needed to complete the purchase.

6. Taking the following action concerning the acquisition of property for the Kupfrian Park Drainage Project (Funding Source: Fund 351, Local Option Sales Tax [LOST] II, Account 210105/56301/56101, and Fund 352, LOST III, Account 210107/56301/56101, Project 05EN2313):

1842

A. Authorizing staff to negotiate and resolve any matters related to, or associated with, the acquisition of property concerning drainage improvements for the Kupfrian Park Drainage Project, and 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 improvement and maintenance of the County drainage and road system; the County benefits from the acquisition of these properties because these improvements will improve the quality of life for the citizens of Escambia County by providing a safe and efficient roadway and drainage system;

(Continued on Page 18)

## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase (“Contract”), between **BAPTIST HEALTH CARE CORPORATION**, a Florida corporation, whose address is 1000 West Moreno Street, Pensacola, Florida 32501, and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (“Buyer”).

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the “Property”) upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Fifty Thousand Dollars (\$50,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (“Effective Date”) of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Buyer shall not be obligated hereunder unless title to the Property shall be marketable of record as will enable Beggs and Lane, RLLP, as agent for Chicago Title Insurance Company, at regular rates, to provide full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to survey or mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to:

- (a) General and special real property ad valorem taxes;
- (b) Other matters as may be approved in writing by Buyer or title objections waived by Buyer pursuant to this paragraph;

(the items in 4(a) through 4(b) of this paragraph are the “Permitted Exceptions”).

An Owner's Title Commitment together with copies of all exceptions shall be obtained by Seller, at Buyer's expense, within fifteen (15) days after the Effective Date of this Agreement. If the title evidence reveals any defects in the title or any physical encroachment on the Property, the Buyer shall have until twenty (20) calendar days from the date the Buyer receives the title evidence and the survey, to notify the Seller in writing of the defects. If within fifteen (15) calendar days from the receipt of Buyer's written notice of defects, the Seller is unwilling or unable to cure the defects to the reasonable satisfaction of Buyer, then Buyer may at its option by written notice to Seller given within the ensuing twenty (20) calendar days, either (1) cancel and terminate this Agreement and in such event the Seller will return the Deposit to Buyer and

neither party shall have any further obligations under this Agreement or (2) the Buyer may elect to purchase the Property in its "AS IS" condition for the full Purchase Price without setoff or reduction thereof.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller agrees to furnish to Buyer at closing affidavits in a form reasonably acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Special Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Special Warranty Deed and other closing documents prepared by Seller's attorney, Beggs & Lane, RLLP, 501 Commendencia St., Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At

closing, Seller shall deliver the Special Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit in full settlement of any claims for damages. Buyer waives all other remedies at law or equity; however, the foregoing shall not be construed as a waiver or restriction of the County's power of eminent domain.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

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

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

**TO BUYER:**

Office of the County Engineer  
Real Estate Division  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

**TO SELLER:**

Baptist Health Care Corporation  
1000 West Moreno Street  
Pensacola, FL 32501

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

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** After first obtaining written consent from Seller and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** After first obtaining written consent from Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any



taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

28. CONTINGENCY. Seller's obligations hereunder are hereby made expressly contingent upon Seller's Board of Directors approving the sale of the Property and the terms of this Contract.

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

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

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by  
and through its duly authorized BOARD  
OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

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

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

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

This document approved as to form and legal sufficiency.

By J. White  
Title Asst. County Attorney  
Date April 27, 2011

Paul Pressley

Witness

Jan Pressley

Print Name

Trina Goraum

Witness

Trina Goraum

Print Name

SELLER:

BAPTIST HEALTH CARE CORPORATION

By:

John T. Porter  
JOHN T. PORTER  
(Print Name)

Date: 4-6-11

STATE OF FLORIDA

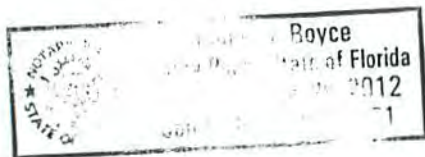
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2011, by John T. Porter. He () is personally known to me, () produced current \_\_\_\_\_ as identification.

Penny J. Boyce  
Signature of Notary Public

Penny J. Boyce  
Printed Name of Notary Public

(Notary Seal)





**EXHIBIT "A"**

Parcel Reference Number 30-2S-30-1001-050-040:

The West 75.00 feet of the North ½ (half) of Block 40, and ½ (half) of adjacent alleyway of said Block 40, Kupfrian Park, a subdivision of a portion of Sections 29 and 30, Township 2, South, Range 30 West, Escambia County, Florida according to plat thereof recorded in Plat Deed Book 62 at Page 245 of the public records of said County:

And also:

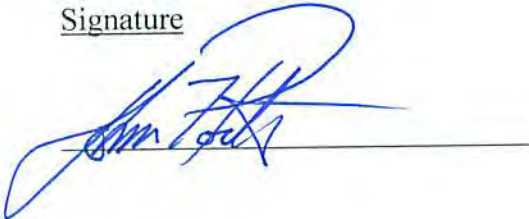
Parcel Reference Number 30-2S-30-1001-001-040:

The West 75.00 feet of the South 150.00 feet of Block 40, and ½ (half) of adjacent alleyway of said Block 40, Kupfrian Park, a subdivision of a portion of Sections 29 and 30, Township 2, South, Range 30 West, Escambia County, Florida according to plat thereof recorded in Plat Deed Book 62 at Page 245 of the public records of said County:

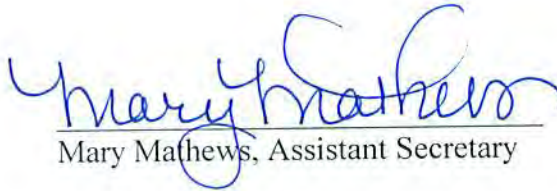
BAPTIST HEALTH CARE CORPORATION,  
A FLORIDA NOT-FOR-PROFIT CORPORATION

INCUMBENCY CERTIFICATE

I, Mary Mathews, Assistant Secretary of Baptist Healthcare Corporation, a Florida not-for-profit corporation ("Company"), do hereby certify that the following named individuals are the duly elected incumbents of their respective offices of the Company set out at the left of their respective names; and that the signature set opposite their titles and names are their correct signatures;

<u>Title</u>	<u>Name</u>	<u>Specimen Signature</u>
Vice President	John Porter	

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of  
Company this 21 day of April, 2011.

  
Mary Mathews, Assistant Secretary





# 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**

**Reference:** 302S301001001040

**Account:** 063110000

**Owners:** BAPTIST HEALTH CARE CORPORATION

**Mail:** 1000 W MORENO ST  
PENSACOLA, FL 32501

**Situs:** 1490 W MORENO ST

**Use Code:** VACANT COMMERCIAL

**Taxing Authority:** COUNTY MSTU

**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

**2009 Certified Roll Assessment**

<b>Improvements:</b>	\$0
<b>Land:</b>	\$14,250
<b>Total:</b>	\$14,250
<a href="#">Save Our Homes:</a>	\$0

[Disclaimer](#)

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[Amendment 1 Calculations](#)

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/27/2009	6431	1605	\$100	QC	<a href="#">View Instr</a>
12/1987	2496	521	\$30,000	WD	<a href="#">View Instr</a>
01/1980	1407	723	\$15,000	WD	<a href="#">View Instr</a>
01/1967	364	914	\$10,900	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

**2009 Certified Roll Exemptions**

None

**Legal Description**

W 75 FT OF S 150 FT OF BLK  
40 KUPFRIAN PARK PLAT DB 62  
P 245 OR 6431 P 1605...

**Extra Features**

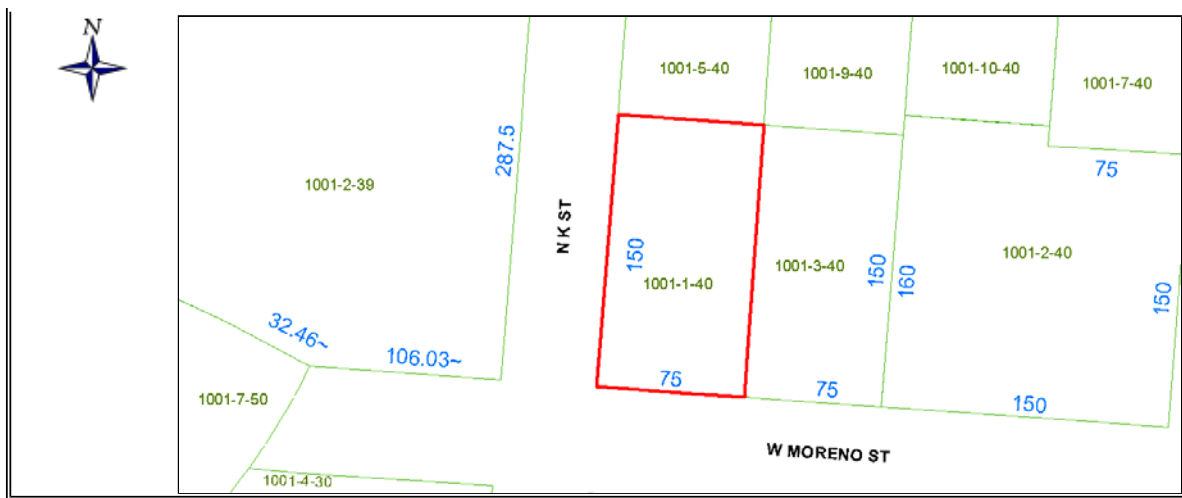
None

**Parcel Information** [View Online Map](#)

**Section Map Id:**  
[CA113](#)

**Approx. Acreage:**  
0.2500

**Zoned:**  
R-6



<b>Buildings</b>
<b>Images</b>

None

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



# 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

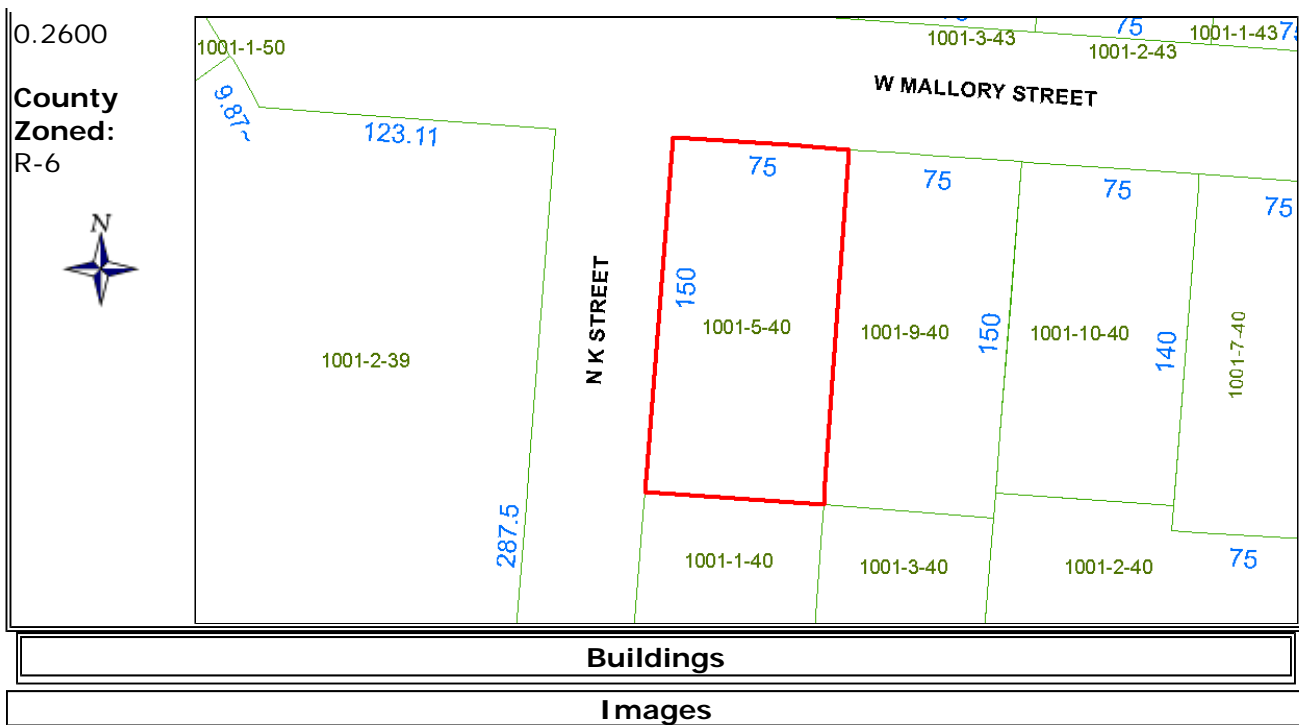
General Information	
<b>Reference:</b>	302S301001005040
<b>Account:</b>	063114000
<b>Owners:</b>	BAPTIST HEALTH CARE CORP
<b>Mail:</b>	1000 W MORENO ST PENSACOLA, FL 32501
<b>Situs:</b>	1400 W MALLORY ST BLK
<b>Use Code:</b>	VACANT COMMERCIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2008 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$14,250
<b>Total:</b>	\$14,250
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1987	2353	0796	\$100	WD	<a href="#">View Instr</a>
01/1972	0659	0356	\$6,900	WD	<a href="#">View Instr</a>
01/1970	0509	0707	\$100	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2008 Certified Roll Exemptions	
FRATERNAL AND OTHER	
<b>Legal Description</b>	
W 75 FT OF N 1/2 OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 & 1/2 OF ADJ ALLEY...	
<b>Extra Features</b>	
None	

Parcel Information	<a href="#">View Online Map</a>
<b>Section</b>	
<b>Map Id:</b> <a href="#">CA113</a>	
<b>Approx. Acreage:</b>	



None

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



# BRANTLEY & ASSOCIATES

## REAL ESTATE APPRAISAL CORPORATION

**R. SHAWN BRANTLEY, MAI, CCIM**  
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289  
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

**BARBARA M. MARTIN, MAI**  
STATE-CERTIFIED GENERAL APPRAISER RZ2552

**BRUCE A. BLACK**  
STATE-CERTIFIED GENERAL APPRAISER RZ2714

**BARBARA S. BRANTLEY, CPA**  
ADMINISTRATION & FINANCE

**KATHLEEN F. SEITHER**  
STATE-CERTIFIED GENERAL APPRAISER RZ3201

**JERROD A. SHARP**  
STATE-CERTIFIED GENERAL APPRAISER RZ3287

May 28, 2009

Ms. Judy Cantrell  
Escambia County Public Works  
1190 West Leonard Street  
Pensacola, Florida 32504

RE: Appraisal of land at 1490 West Moreno Street,  
Pensacola, Florida

Dear Ms. Cantrell:

Per your request, we have made an appraisal analysis and prepared a summary report of the above referenced property.

The subject property is .26 +/- acres of vacant land at the corner of Moreno and "K" Streets, the address being 1490 West Moreno Street in Pensacola. The appraisal was ~~developed~~ and the report prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

We conclude a market value of the subject, as of May 27, 2009, at:

**TWENTY FIVE THOUSAND DOLLARS**  
**\$25,000**

The opinions of value expressed in this report are contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If we may be of further service to you in the future, please let us know.

Sincerely,



R. Shawn Brantley, MAI, SRA  
State-Certified General Appraiser  
Florida RZ289



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com  
PHONE (850) 433-5075 · FAX (850) 438-0617



**SUMMARY LAND APPRAISAL REPORT FORM**

File Name: SB6003 5 (Moreno)

**IDENTIFICATION**

Property Address: 1490 West Moreno Street City: Pensacola County: Escambia State: FL Zip Code: 32501  
 Owner: Baptist Health Care Corporation Tax ID Number: 30-2S-30-1001-001-040/063110000  
 Legal Description: Lengthy. See attached Prop. Rights Appraised:  Fee  Leasehold  De Minimis PUD  
 Current Taxes: \$ 229.69 Current Assessed Value: \$14,250 Mineral Rights Appraised:  Yes  No  
 Client: Escambia County Appraiser: Brantley and Associates  
 Intended Use of Appraisal: Determination of Market Value for internal decision making Intended User of Appraisal: Escambia County  
 History of Property: On February 27, 2009 ownership of the property was transferred between two entities of Baptist Hospital. This transaction was recorded in a Quit Claim Deed in the Public Records of Escambia County in OR Book 6431 on Page 1605 for a consideration of \$100. We are aware of no other sales or contracts on the property in the past 5 years.  
 Data Sources Employed:  MLS  MMT  Public Records  Tax Records  Other: Inspection  
 Geography of Research: Adequate sales data was available in the subject neighborhood  
 Time Period of Research: Last 30 months and current listing inventory  
 General Scope of Services: Data and research pertinent for sales comparison approach.

**NEIGHBORHOOD**

Location:  Urban  Suburban  Rural Good Avg. Fair Poor  
 Built Up:  Over 75%  25% to 75%  Under 25%  
 Growth Rate:  Fully Dev.  Rapid  Steady  Slow Employment Stability      
 Property Values:  Increasing  Stable  Declining Convenience to Employment      
 Demand/Supply:  Shortage  In Balance  Oversupply Convenience to Shopping      
 Marketing Time:  Under 3 Mos.  4-6 Mos.  Over 6 Mos. Convenience to Schools      
 Exposure Time:  Under 3 Mos.  4-6 Mos.  Over 6 Mos. Adequacy of Public Transportation      
 Present Land Use: 64% 1 Family 1% 2-4 Family 5% Apts. 0% Condo Recreational Facilities      
20% Commercial 1 % Industrial 9% Vacant Adequacy of Utilities      
 Change in Present Land Use:  Not Likely  Likely (\*)  Taking Place (\*) Property Compatibility      
 (\*) From \_\_\_\_\_ To \_\_\_\_\_ Protection from Detrimental Conditions      
 Predominant Occupancy:  Owner  Tenant \_\_\_\_\_ % Vacant Police and Fire Protection      
 Single Family Price Range: \$ 30(k) to \$ 150 (k) Predominant Value: \$ 40-85 (k) General Appearance of Properties      
 Single Family Age: 25 yrs. to 60 yrs. Predominant Age: 40-50 yrs Appeal to Market      
 Approximate Neighborhood Boundaries: North: Pensacola City Lmts East: "A" Street South: Garden Street West: Pace Blvd.  
 Existing Improvements in Vicinity of Subject: The immediate area around the subject consists predominately of older residential buildings.

Comments on Neighborhood: The immediate areas surrounding the expansive Baptist Hospital campus consist primarily of older single-family residential dwellings, many of which have been converted for medical office usage. Conversion of older structures for office use seems to be the trend along the immediate perimeter of the Baptist Hospital campus. We see continued redevelopment of older properties surrounding Baptist Hospital.

**SITE**

Dimensions: 75' (N) x 150' (E) x 75' (S) x 150' (W) = 11,250 SF or .259 Ac  Corner Lot  
 Road Frontage: 150' on North "K" Street and 75' on West Moreno Street  
 Zoning Classification: R-6, Nbrhd Comm Zoning Jurisdiction: County Future Land Use: MU-1, Mixed Use  
 Zoning Description: High Density, 25 dwelling units per acre and neighborhood type commercial ventures  
 Deed Restrictions or Restrictive Covenants: None noted  
 Highest and Best Use:  Present use  Other (specify) Commercial Development, Medical Office, Multi-Family Residential  
 Utilities Public Other (Describe) Off Site Improvements Exposure:  
 Elec.  Overhead Street Access: Public  Primary  Secondary  
 Gas  Surface: Asphalt Paved  Negligible  
 Water  Maintenance: Public Shape: Rectangular  
 San. Sewer  Storm sewer  Storm Sewer  Curb/Gutter View: Similar properties & Older SFR  
 Sidewalk  Street Lights Drainage: Appears Adequate  
 FEMA Special Flood Hazard Area:  Yes  No FEMA Flood Zone: "X" FEMA Map No.: 12033C039G FEMA Map Date: 9/29/06  
 Soil/Topography/Drainage: The site is composed of Escambia Fine Sandy Loam, 0-3% Slope, a somewhat poorly drained soil; Topography is level and at the abutting road grade; drainage appears adequate.  
 Easements or Encumbrances: None Noted Site Improvements: None  
 Comments on Site: Level, cleared, grass, oaks

**MARKET DATA ANALYSIS - CLOSED SALES**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Location	Cor. Moreno&K	1403 Mallory	1400 BIK N "H"	817 N. "B"
Verification		Pub. Rec. MMT	Pub. Rec. MMT	Pub. Rec. MMT, MLS 314175
Recording Data		OR B/P 6348/1596	OR B/P 8297/1912	OR B/P 6091/1603
Grantor		Baptist Health Care Corp.	Watson, Watson & Haynes	A.L. Miller
Grantee		Pensacola Habitat for Humanity	7 L Construction Group	Avalon Properties, LLC
Proximity to Subject		Same Blk.	2 Blks. SE	.8 Miles SE
Sales Price	N/A	\$15,500.00	\$30,000.00	\$26,500.00
Size	11,250	10,500	10,880	7,825
Adj. Total Lot Price		\$15,500.00	\$30,000.00	\$26,500.00
Prop. Rights	Fee Simple	Similar	Similar	Similar
Adj. Total Lot Price		\$15,500.00	\$30,000.00	\$26,500.00
Financing	Cash to Seller	Similar	Similar	Similar
Adj. Total Lot Price		\$15,500.00	\$30,000.00	\$26,500.00
Cond. Of Sale	Arms Length	institutional	15%	Similar
Adj. Total Lot Price		\$17,825.00	\$30,000.00	\$26,500.00
Time/Mkt. Cond.	Current	April-08	April-08	January-07 -15%
Adj. Total Lot Price		\$17,825.00	\$30,000.00	\$22,525.00
Location	Cor. Moreno&K	Similar	Similar	Similar
Site Area	11,250	10,500	10,880	7,825
Access/FF	Cor. Good/225'	interior/75'	5%	Cor. Good/188'
Zoning	R-8, County	R-8, County	R-6, Co., Annexed	City, R-NC
Net Adj. (total)		10%	0%	10%
Adjusted Sales Price		\$19,608	\$30,000	\$24,778

**MARKET DATA ANALYSIS - CLOSED SALES (CONTINUED)**

Reasons for Adjustments to Sales Data: Comparable 1 was sold between non-profit institutions and therefore is adjusted for conditions. Sale 3 is adjusted for market conditions because it was sold some time ago and the market has been declining. Size and frontage adjustments also applied.

**RECONCILIATION**

Final Reconciliation: Most reliance is placed on sales 2 and 3.

**I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF May 27, 2009 TO BE \$ 25,000**

In addition to the standard conditions and assumptions attached, the above value is subject to the following special assumptions and/or limiting conditions:

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications.

**ASSUMPTIONS AND LIMITING CONDITIONS:**

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

**DEFINITION OF MARKET VALUE:** "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." \*

\* *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

**SCOPE OF APPRAISAL SERVICES:** The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authorities, zoning authorities, the property appraiser's office and utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company). This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Within the confines of this analysis, the appraiser has 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 search was limited to the SMSA, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. The appraiser has given consideration to all three approaches to value. The confirmation of sales is noted with respect to each. This is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

**PURPOSE OF THE APPRAISAL:** To estimate the market value of the subject property as of the specified date.

**CERTIFICATION:** I certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.

<b>Appraiser</b>	
Printed Name:	<u>R. Shawn Brantley, MAI</u>
Date Signed:	_____
State Certification:	<u>State-Certified General Appraiser</u>
Or License No.:	<u>RZ 289</u>
State:	<u>Florida</u>
Expiration Date:	<u>11/2010</u>
	<input checked="" type="checkbox"/> Did Inspect Subject Property
	<input type="checkbox"/> Did Not Inspect Subject Property
	<input checked="" type="checkbox"/> Did Inspect Comparables
	<input type="checkbox"/> Did Not Inspect Comparables



PHOTOGRAPH OF SUBJECT PROPERTY



View of Subject from Moreno & "K" Street



View along Moreno Street (Subject on left)



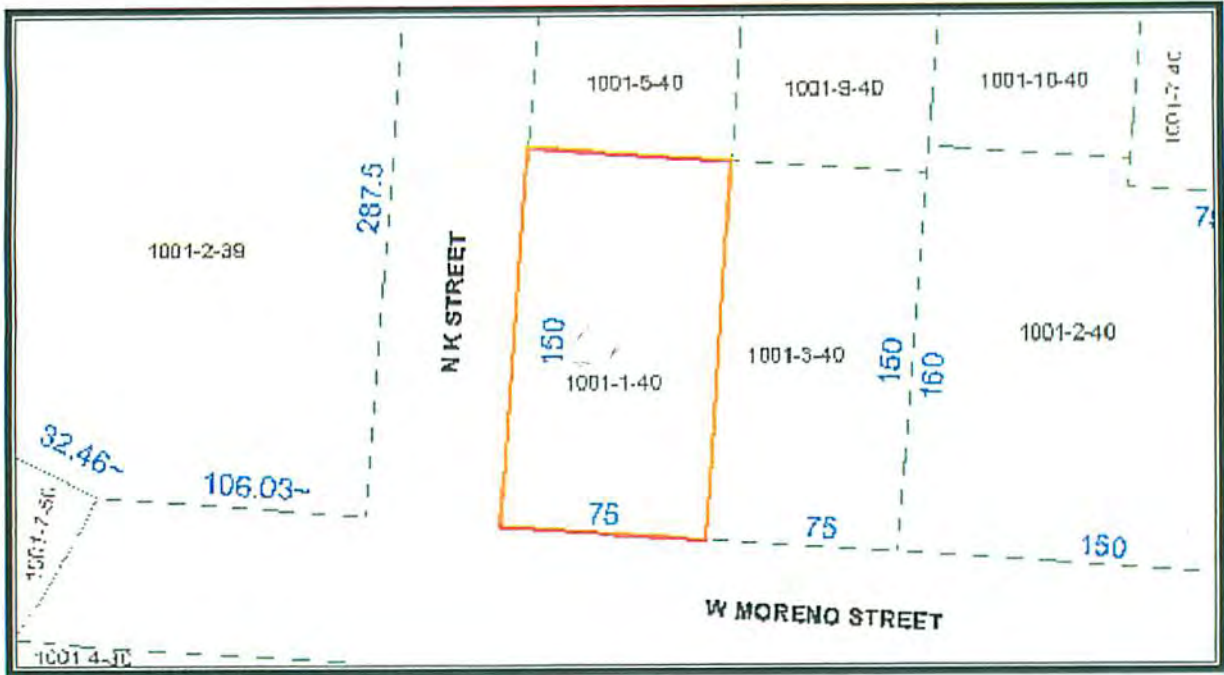
PHOTOGRAPH OF SUBJECT PROPERTY



View along "K" Street (Subject on right)



PLAT MAP AND AERIAL MAP OF SUBJECT

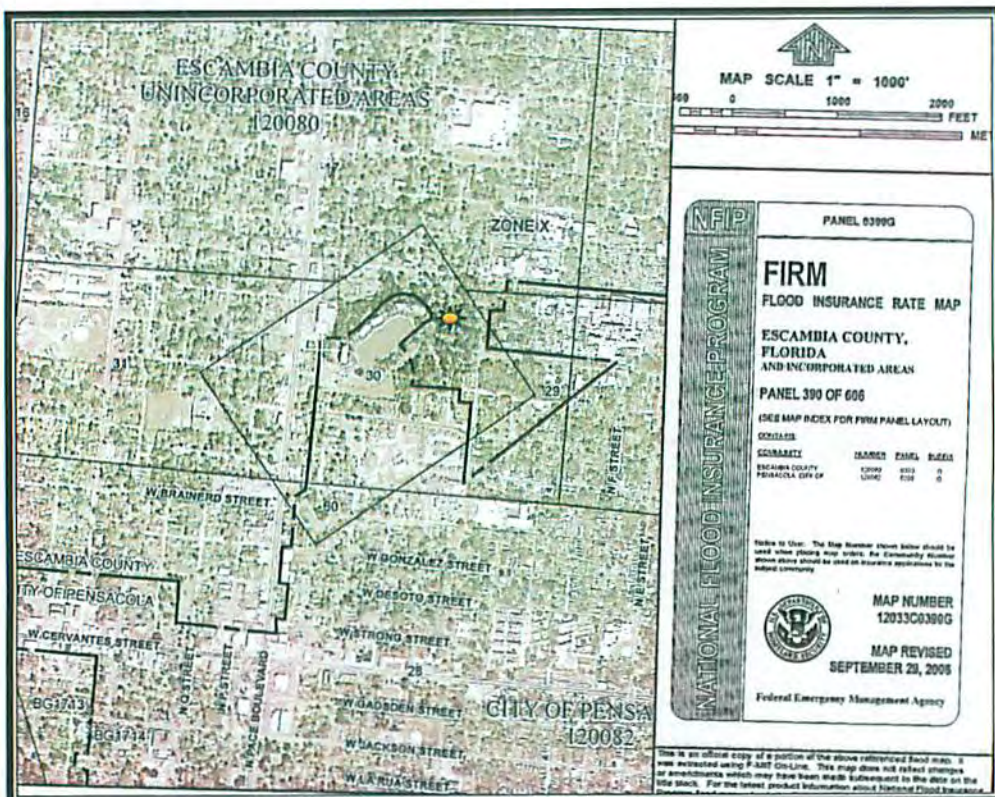








# SOIL MAP AND FLOOD MAP OF SUBJECT PROPERTY



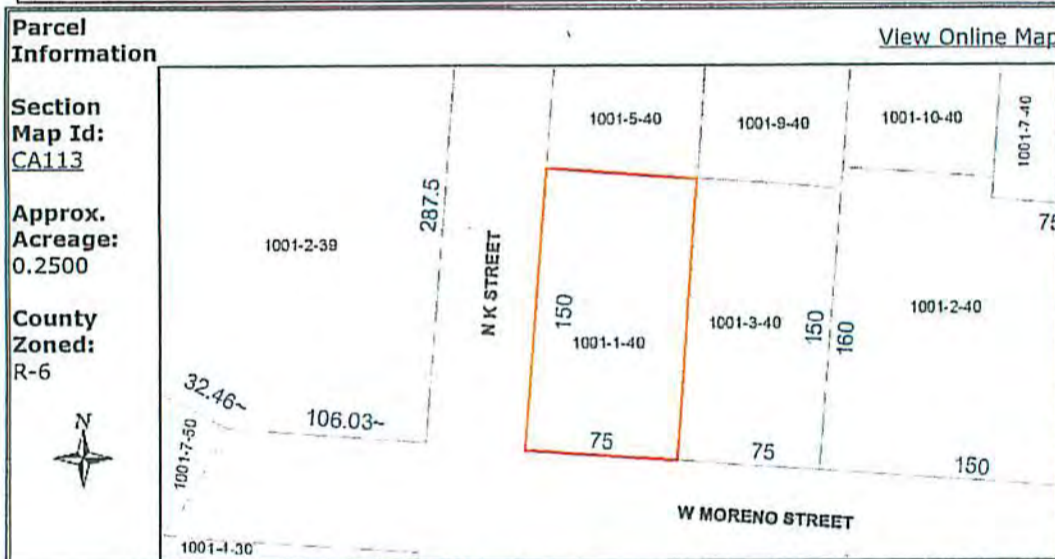


Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b>		<b>2008 Certified Roll Assessment</b>	
<b>Reference:</b>	302S301001001040	<b>Improvements:</b>	\$0
<b>Account:</b>	063110000	<b>Land:</b>	\$14,250
<b>Owners:</b>	BAPTIST HEALTH CARE CORPORATION	<b>Total:</b>	\$14,250
<b>Mail:</b>	1000 W MORENO ST PENSACOLA, FL 32501	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>	1490 W MORENO ST	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT COMMERCIAL	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>			
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2008 Certified Roll Exemptions</b>	
		None	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
			<b>Official Records (New Window)</b>
02/27/2009	6431 1605	\$100	QC
12/1987	2496 0521	\$30,000	WD
01/1980	1407 0723	\$15,000	WD
01/1967	0364 0914	\$10,900	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
<b>Legal Description</b>			
W 75 FT OF S 150 FT OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 OR 6431 P 1605...			
<b>Extra Features</b>			
None			



<b>Buildings</b>
<b>Images</b>
None

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

Escambia County Tax Collector

generated on 5/11/2009 3:09:05 PM CDT

Tax Record

Last Update: 5/11/2009 3:10:42 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year		
06-3110-000	REAL ESTATE	2008		
<b>Mailing Address</b> B C I HEALTH VENTURES INC PO BOX 17500 PENSACOLA FL 32522		<b>Property Address</b> 1490 W MORENO ST  <b>GEO Number</b> 302S30-1001-001-040		
Assessed Value	Exempt Amount	Taxable Value		
\$14,250.00	\$0.00	\$14,250.00		
<b>Exemption Detail</b> NO EXEMPTIONS		<b>Millage Code</b> 06		
<b>Escrow Code</b> (blank)				
<b>Legal Description (click for full description)</b> 302S30-1001-001-040 1490 W MORENO ST W 75 FT OF S 150 FT OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 SEC 29/30 T 2S R 30 OR 2496 P 521 & 1/2 OF ADJ ALLEY OR 4162 P 541 CA 113				
Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	0	\$14,250	\$99.40
PUBLIC SCHOOLS				
By Local Board	2.4340	0	\$14,250	\$34.68
By State Law	5.2860	0	\$14,250	\$75.33
SHERIFF	0.6850	0	\$14,250	\$9.76
WATER MANAGEMENT	0.0450	0	\$14,250	\$0.64
<b>Total Millage</b>		15.4255	<b>Total Taxes</b> \$219.81	
Non-Ad Valorem Assessments				
Code	Levying Authority	Amount		
NFP	FIRE (CALL 595-4960)	\$9.88		
<b>Total Assessments</b>		\$9.88		
<b>Taxes &amp; Assessments</b>				\$229.69
<b>If Paid By</b>		<b>Amount Due</b>		
		\$0.00		

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/2008	PAYMENT	263332.0006	2008	\$220.50

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

# Escambia County Tax Collector

generated on 5/11/2009 3:09:22 PM CDT

**Legal Desc.**

Last Update: 5/11/2009 4:09:22 PM

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06-3110-000	REAL ESTATE	2008
<b>Legal Description (click for full description)</b> W 75 FT OF S 150 FT OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 SEC 29/30 T 2S R 30 OR 2496 P 521 & 1/2 OF ADJ ALLEY OR 4162 P 541 CA 113		

[http://escambiataxcollector.governmentmaxa.com/collectmax/tab\\_collect\\_mvplgl.asp?PrintView=True&r\\_nm...](http://escambiataxcollector.governmentmaxa.com/collectmax/tab_collect_mvplgl.asp?PrintView=True&r_nm...) 5/11/2009

Prepared by:  
William H. Mitchem  
Beggs & Lane, RLLP  
501 Commendanda Street  
Pensacola, Florida 32502  
Florida Bar No. 187836

**QUIT CLAIM DEED**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that BAPTIST HEALTH VENTURES, INC., a Florida corporation, *aka* BCI Health Ventures, Inc. ("Grantor") for and in consideration of Ten and 00/100 Dollars (\$10.00), in receipt whereof is acknowledged, does bargain, sell, convey and grant unto BAPTIST HEALTH CARE CORPORATION, a Florida not for profit corporation ("Grantee") whose address is 1000 West Moreno Street, Pensacola, Florida, 32501, its successors and assigns, forever, the following described real property, situate, lying and being in Escambia County, State of Florida, to-wit:

**ALL THOSE CERTAIN PARCELS MORE PARTICULARLY SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Grantor and Grantee hereby further agree that this quit claim deed is being prepared without the benefit of a title search.

IN WITNESS WHEREOF, the undersigned corporation, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents by causing its name to be signed by its Chairman/CEO and its corporate seal to be duly affixed hereto this 27th day of February, 2009.

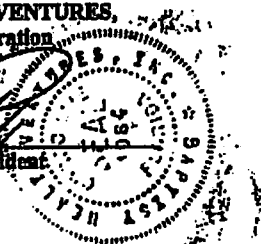
Signed, sealed and delivered  
in the presence of:

Debbie Yaden  
Witness: Debbie Yaden  
Trina L. Goranum  
Witness: Trina L. Goranum

BAPTIST HEALTH VENTURES,  
INC., a Florida corporation

By: John Porter  
John Porter, President

[SEAL]





STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of February 2009,  
by John Porter, President of Baptist Health Ventures, Inc., a Florida corporation, on behalf of the  
corporation, who did not take an oath and who:

is/are personally known to me.  
 produced current Florida driver's license as identification.  
 produced \_\_\_\_\_ as identification.

*Mary Beth Mathews*

(Notary Seal Must Be Affixed)

Notary Public  
Printed Name: MARY BETH MATHEWS  
My Commission Expires: Notary Public State of FL  
Commission Number: Comm. Exp. July 8, 2012  
Comm. No. DD 786455  
ID # 754588

T:\Baptist\Property Transfer 2009\QUIT Claim Deed - BHV.tif

EXHIBIT "A"

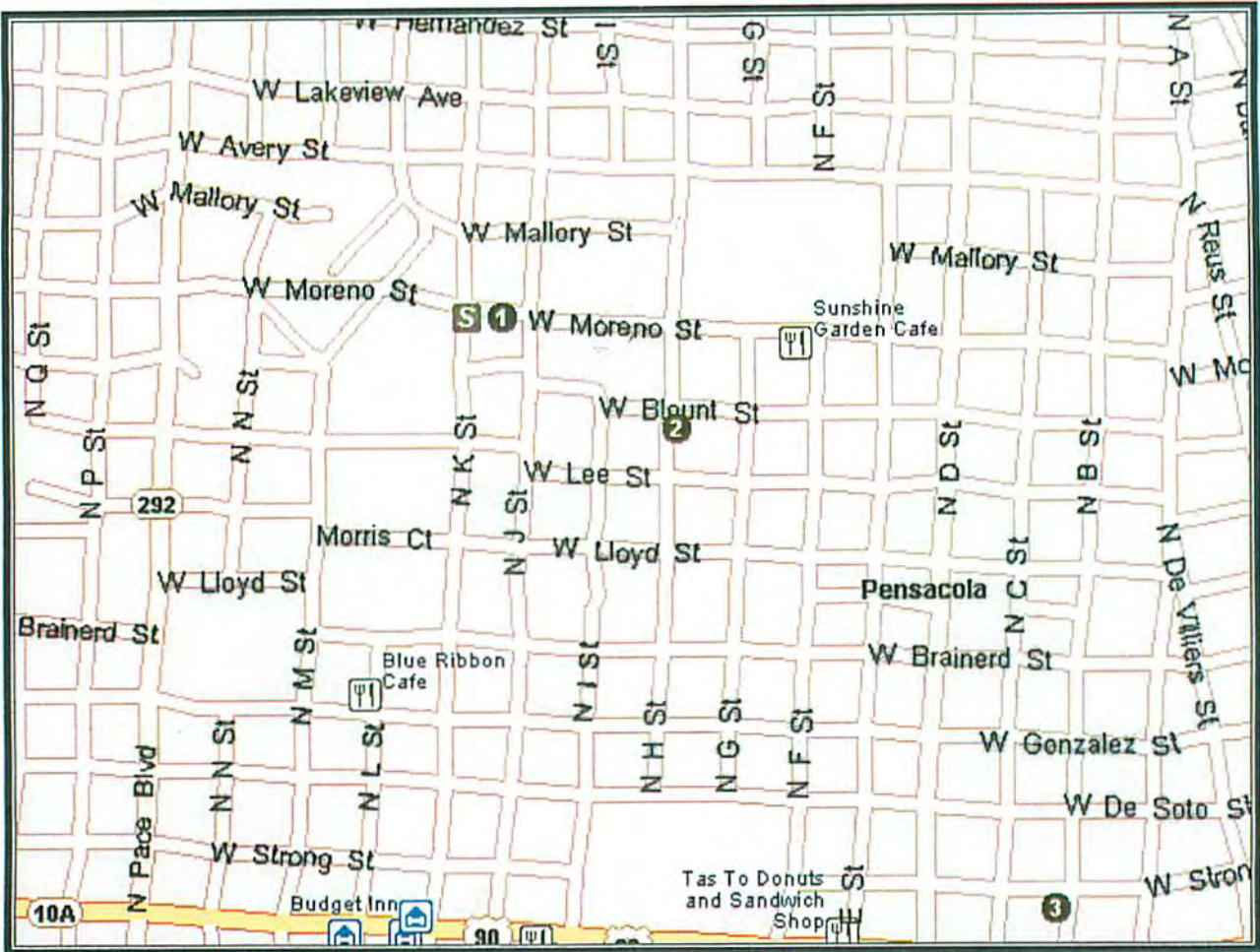
BHV to BHCC

30-2S-30-1001-001-040 (CTIC #610801305)

The West Seventy-five feet (W 75') of the South-half (S 1/2) of Block Forty (40) of Kupfrian Park, a subdivision of a portion of Sections Twenty-nine (29) and Thirty (30), Township Two (2) South, Range Thirty (30) West, Escambia County, Florida, according to plat thereof recorded in Plat Book 62 at Page 245 of the Public Records of said County.

T:\Baptist\Property Transfers 2009\BHV to BHCC Legal.doc

LOCATION MAP OF SUBJECT AND COMPARABLE SALES



**QUALIFICATIONS AS AN APPRAISER**  
**R. SHAWN BRANTLEY, MAI, CCIM, SRA**

**AFFILIATIONS/DESIGNATIONS:**

**MAI Designation:** Commercial appraisal designation awarded in 1994, Member #10514

**CCIM Designation:** Commercial investment designation awarded in 1999, Member #8500

**SRA designation:** Residential appraisal designation awarded in 1990. Member #42488

**State Certified in Florida** (State-Certified General Appraiser, RZ289) and **Alabama** (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

**FHA Appraiser:** Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

**VA Appraiser:** Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

**Realtor:** Member of Local Association, Florida Association, and National Association of Realtors.

**Professional Service:** Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

**EXPERIENCE:**

**Over 20 Years of Experience:** Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

**Court Experience:** Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

**Varied Experience:** Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

**Geography of Experience:** Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

**Other Experience:** Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

**Partial List of Prior Clients:**

**Attorneys:** Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasley, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

**Banks:** Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

**Governmental Agencies & Political Subdivisions:** City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

**Corporate Clients:** Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

**EDUCATION:**

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam 1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers



# BRANTLEY & ASSOCIATES

## REAL ESTATE APPRAISAL CORPORATION

**R. SHAWN BRANTLEY, MAI, CCIM**  
FL. STATE-CERTIFIED GENERAL APPRAISER RZ289  
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

**BARBARA M. MARTIN, MAI**  
STATE-CERTIFIED GENERAL APPRAISER RZ2552

**BRUCE A. BLACK**  
STATE-CERTIFIED GENERAL APPRAISER RZ2714

**BARBARA S. BRANTLEY, CPA**  
ADMINISTRATION & FINANCE

**KATHLEEN F. SEITHER**  
STATE-CERTIFIED GENERAL APPRAISER RZ3201

**JERROD A. SHARP**  
STATE-CERTIFIED GENERAL APPRAISER RZ3287

May 28, 2009

Ms. Judy Cantrell  
Escambia County Public Works  
1190 West Leonard Street  
Pensacola, Florida 32504

RE: Appraisal of land at the 1400 Block of West  
Mallory Street, Pensacola, Florida

Dear Ms. Cantrell:

Per your request, we have made an appraisal analysis and prepared a summary report of the above referenced property.

The subject property is .26 +/- acres of vacant land at the corner of Mallory and "K" Streets, the address being 1400 Blk. Of West Mallory Street in Pensacola. The appraisal was developed and the report prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

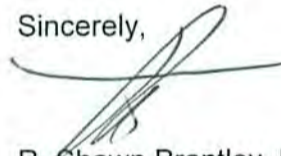
We conclude a market value of the subject, as of May 27, 2009, at:

**TWENTY FIVE THOUSAND DOLLARS**  
**\$25,000**

The opinions of value expressed in this report are contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If we may be of further service to you in the future, please let us know.

Sincerely,



R. Shawn Brantley, MAI, SRA  
State-Certified General Appraiser  
Florida RZ289





**SUMMARY LAND APPRAISAL REPORT FORM**

File Name: SB6005 5 (Mallory)

**IDENTIFICATION**

Property Address: 1400 Blk. of West Mallory Street City: Pensacola County: Escambia State: FL Zip Code: 32501  
 Owner: Baptist Health Care Corp., 1000 West Moreno St., Pensacola, FL 32501 Tax ID Number: 30-2S-30-1001-005-040/063114000  
 Legal Description: Lengthy. See attached Prop. Rights Appraised:  Fee  Leasehold  De Minimis PUD  
 Current Taxes: \$ Exempt Current Assessed Value: \$14,250 Mineral Rights Appraised:  Yes  No  
 Client: Escambia County Appraiser: Brantley and Associates  
 Intended Use of Appraisal: Determination of Market Value for internal decision making Intended User of Appraisal: Escambia County  
 History of Property: The property was purchased over 20 years ago by Baptist Health Care Corp. We are aware of no contracts or pending sales regarding this property.

Data Sources Employed:  MLS  MMT  Public Records  Tax Records  Other: Inspection  
 Geography of Research: Adequate sales data was available in the subject neighborhood  
 Time Period of Research: Last 30 months and current listings inventory  
 General Scope of Services: We have inspected the subject and the surrounding neighborhood and limited our analyses to Sales Comparison Approach

**NEIGHBORHOOD**

Location:  Urban  Suburban  Rural Good Avg. Fair Poor  
 Built Up:  Over 75%  25% to 75%  Under 25%  
 Growth Rate:  Fully Dev.  Rapid  Steady  Slow Employment Stability      
 Property Values:  Increasing  Stable  Declining  Oversupply Convenience to Employment      
 Demand/Supply:  Shortage  In Balance  Oversupply Convenience to Shopping      
 Marketing Time:  Under 3 Mos.  4-6 Mos.  Over 6 Mos. Convenience to Schools      
 Exposure Time:  Under 3 Mos.  4-6 Mos.  Over 6 Mos. Adequacy of Public Transportation      
 Present Land Use: 64% 1 Family 1% 2-4 Family 5% Apts. 0% Condo Recreational Facilities      
20% Commercial 1 % Industrial 9% Vacant Adequacy of Utilities      
 Change in Present Land Use:  Not Likely  Likely (\*)  Taking Place (\*) Property Compatibility      
 (\*) From \_\_\_\_\_ To \_\_\_\_\_ Protection from Detrimental Conditions      
 Predominant Occupancy:  Owner  Tenant \_\_\_\_\_ % Vacant Police and Fire Protection      
 Single Family Price Range: \$ 30(k) to \$ 150(k) Predominant Value: \$ 40-85 (k) General Appearance of Properties      
 Single Family Age: 25 yrs. to 60 yrs. Predominant Age: 40-50 yrs Appeal to Market      
 Approximate Neighborhood Boundaries: North: Pensacola City Lmts East: "A" Street South: Garden Street West: Pace Blvd.  
 Existing Improvements in Vicinity of Subject: The immediate area around the subject consists primarily of older residential buildings.

Comments on Neighborhood: The immediate areas surrounding the expansive Baptist Hospital campus consist primarily of older single-family residential dwellings, many of which have been converted for medical office usage. Conversion of older structures for office use seems to be the trend along the immediate perimeter of the Baptist Hospital campus. We see continued redevelopment of older properties surrounding Baptist Hospital.

**SITE**

Dimensions: 75' (N) x 150' (E) x 75' (S) x 150' (W) = 11,250 SF or .26 Ac  Corner Lot  
 Road Frontage: 75' on West Mallory and 150' on North "K" Street  
 Zoning Classification: R-6, Neigh. Comm&Res. Zoning Jurisdiction: Escambia County Future Land Use: MU-1, Mixed Use  
 Zoning Description: High Density, 25 dwelling units per acre and neighborhood type commercial ventures  
 Dead Restrictions or Restrictive Covenants: None noted  
 Highest and Best Use:  Present use  Other (specify) Commercial Development, Medical Office, Multi-family residential

Utilities Public Other (Describe) Off Site Improvements Exposure:  
 Elec.  Overhead Street Access: Public  Primary  Secondary  
 Gas  Surface: Asphalt Paved  Negligible  
 Water  Maintenance: Public Shape: Rectangular  
 San. Sewer  Storm Sewer  Storm Sewer  Curb/Gutter View: Similar  
 Sidewalk  Street Lights Drainage: Appears Adequate

FEMA Special Flood Hazard Area:  Yes  No FEMA Flood Zone: "X" FEMA Map No.: 12033C039G FEMA Map Date: 9/29/06  
 Soil/Topography/Drainage: The site is composed of Escambia Fine Sandy Loam, 0-3% Slope, a somewhat poorly drained soil; Topography is level and at the abutting road grade; drainage appears adequate.  
 Easements or Encumbrances: None Noted Site Improvements: None  
 Comments on Site: Level, cleared, grass and oaks

**MARKET DATA ANALYSIS - CLOSED SALES**

Select Unit of Comparison: Total Lot Price		Justification for Unit of Comparison: Total lot price most typical			
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
Location	Cor. Mallory&K	1403 Mallory	1400 Blk. N "H"	817 N. "B"	
Verification		Pub. Rec. MMT	Pub. Rec. MMT	Pub. Rec. MMT, MLS 314175	
Recording Data		OR B/P 8346/1596	OR B/P 8297/1912	OR B/P 6091/1603	
Grantor		Baptist Health Care Corp.	Watson, Watson & Haynes	A.L. Miller	
Grantee		Pensacola Habitat for Humanity	7 L Construction Group	Avalon Properties, LLC	
Proximity to Subject		Same Blk.	.3 Miles SE	.85 Miles SE	
Sales Price	N/A	\$15,500.00	\$30,000.00	\$26,500.00	
Size	11,250	10,500	10,890	7,625	
Adj. Total Lot Price		\$15,500.00	\$30,000.00	\$26,500.00	
Prop. Rights	Fee Simple	Institutional	15%	Similar	
Adj. Total Lot Price		\$17,825.00	\$30,000.00	\$26,500.00	
Financing	Cash to Seller	Similar	Similar	Similar	
Adj. Total Lot Price		\$17,825.00	\$30,000.00	\$26,500.00	
Cond. Of Sale	Arm's Length	Similar	Similar	Similar	
Adj. Total Lot Price		\$17,825.00	\$30,000.00	\$26,500.00	
Time/Mkt. Cond.	Current	April-08	April-08	January-07	-15%
Adj. Total Lot Price		\$17,825.00	\$30,000.00	\$22,525.00	
Location	Cor. Mallory&K	Similar	Similar	Similar	
Site Area	11,250	10,500	10,890	7,625	10%
Access/FF	Cor. Good/225'	Interior/75'	5%	Cor. Good/225'	
Zoning	R-6, County	R-6, County	R-6, Co. Annexed	City, R-NC	
Net Adj. (total)		10%	0%	10%	
Adjusted Sales Price		\$19,608	\$30,000	\$24,778	

MARKET DATA ANALYSIS – CLOSED SALES (CONTINUED)

Reasons for Adjustments to Sales Data: Comparable 1 was sold between non-profit institutions and therefore is adjusted for conditions. Sale 3 is adjusted for market conditions because it was sold some time ago and the market has been declining. Size and frontage adjustments also applied.

RECONCILIATION

Final Reconciliation: Most reliance is placed on Comps. #2 and #3.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF May 28, 2009 TO BE \$ 25,000

In addition to the standard conditions and assumptions attached, the above value is subject to the following special assumptions and/or limiting conditions:

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications.

**ASSUMPTIONS AND LIMITING CONDITIONS:**

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

**DEFINITION OF MARKET VALUE:** "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." \*


\* *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

**SCOPE OF APPRAISAL SERVICES:** The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authorities, zoning authorities, the property appraiser's office and utility companies. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company). This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal analysis. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Within the confines of this analysis, the appraiser has 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 search was limited to the SMSA, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. The appraiser has given consideration to all three approaches to value. The confirmation of sales is noted with respect to each. This is a summary appraisal report prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

**PURPOSE OF THE APPRAISAL:** To estimate the market value of the subject property as of the specified date.

**CERTIFICATION:** I certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.

<b>Appraiser</b>	
Signature:	
Printed Name:	<u>R. Shawn Brantley, MAI</u>
Date Signed:	_____
State Certification:	<u>State-Certified General Appraiser</u>
Or License No.:	<u>RZ 289</u>
State:	<u>Florida</u>
Expiration Date:	<u>11/2010</u>
<input checked="" type="checkbox"/> Did Inspect Subject Property <input type="checkbox"/> Did Not Inspect Subject Property <input checked="" type="checkbox"/> Did Inspect Comparables <input type="checkbox"/> Did Not Inspect Comparables	



PHOTOGRAPHS OF SUBJECT PROPERTY



View of Subject



View South along "K" Street, Subject on left.



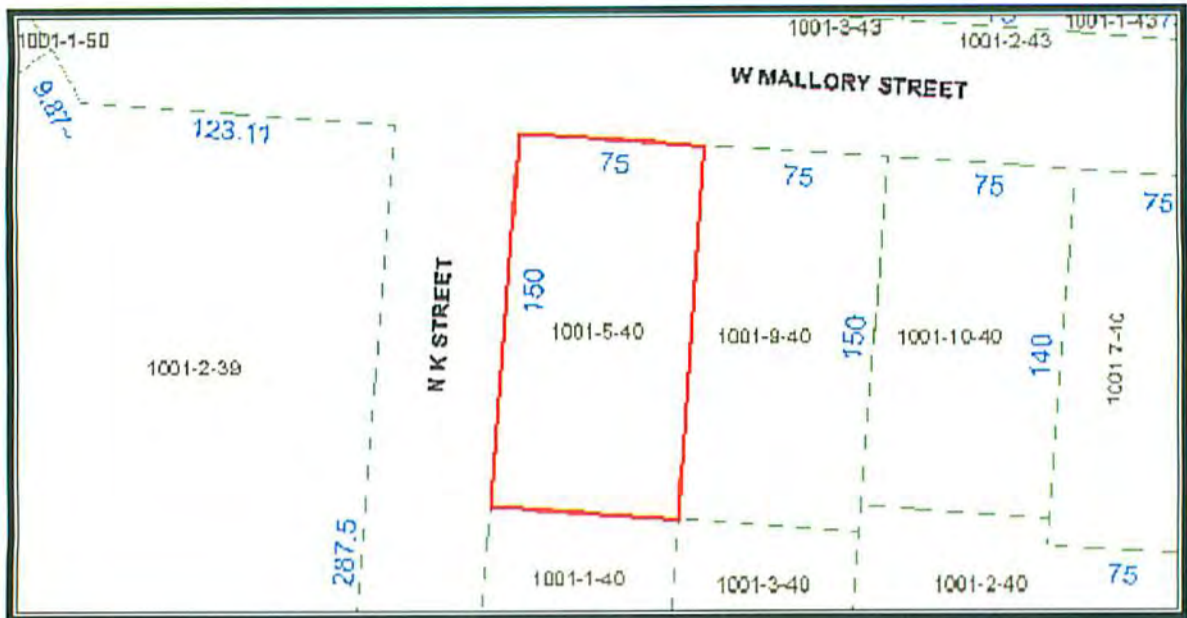
PHOTOGRAPHS OF SUBJECT PROPERTY



View East along Mallory; Subject on right.



PLAT MAP AND AERIAL MAP OF SUBJECT PROPERTY

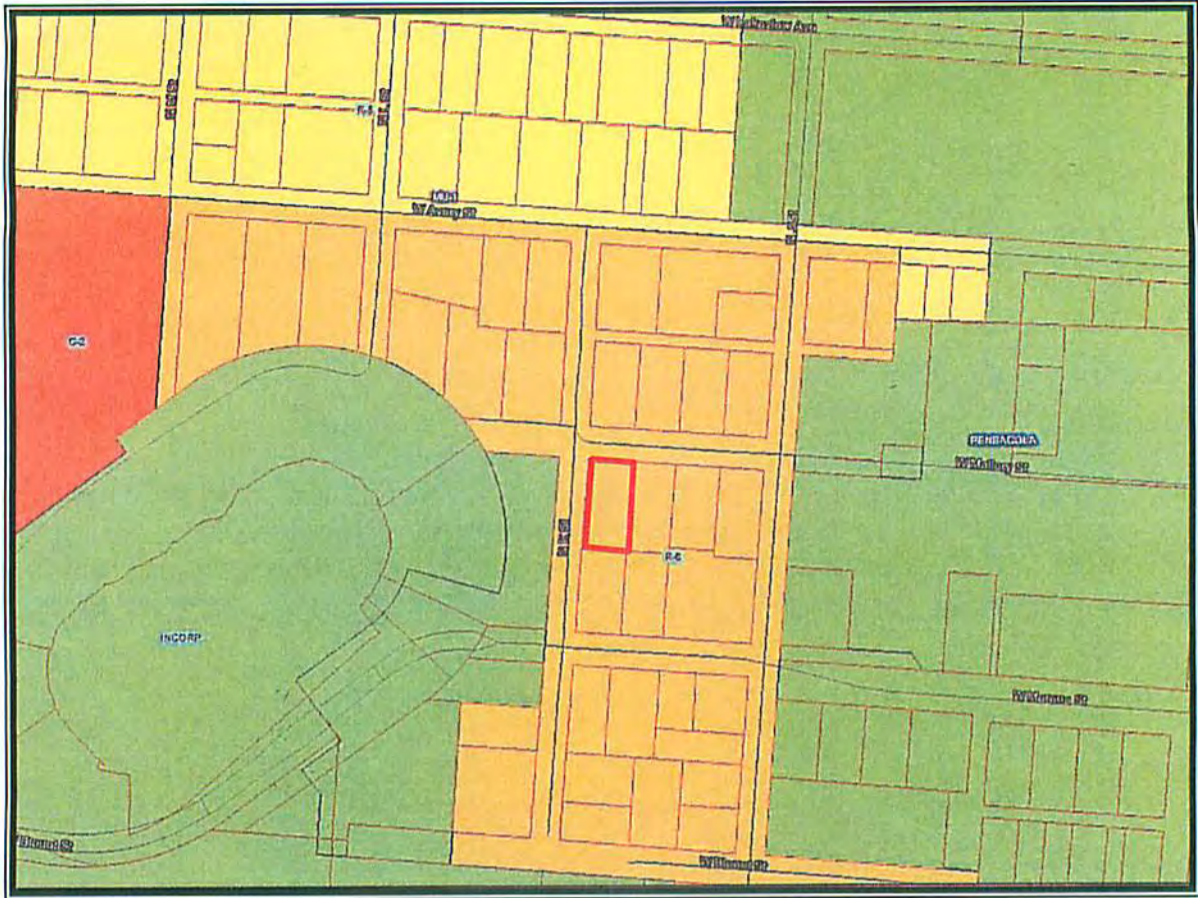








# ZONING MAP OF SUBJECT PROPERTY

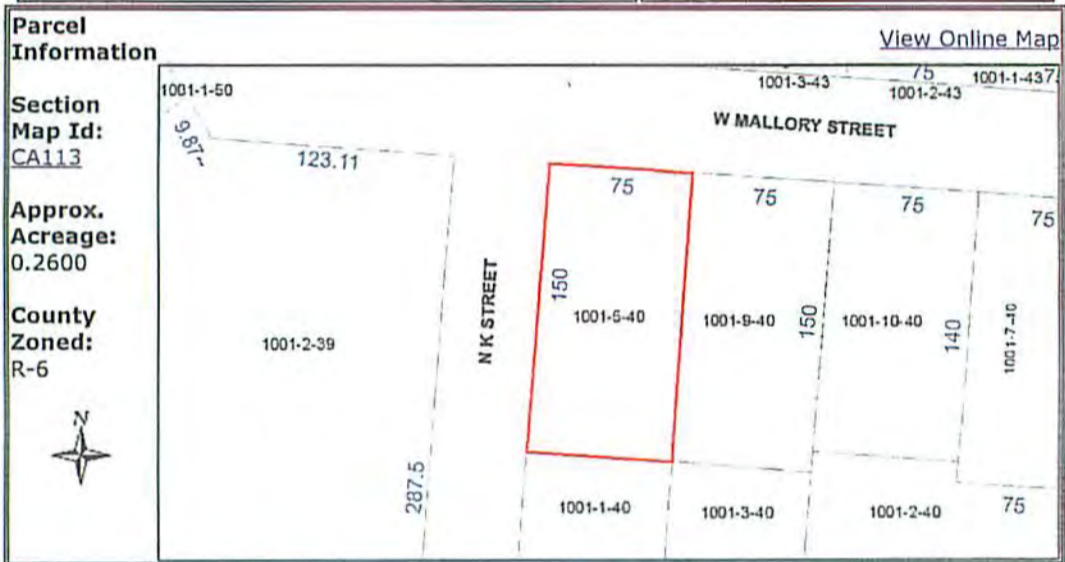


**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

<b>General Information</b>		<b>2008 Certified Roll Assessment</b>	
<b>Reference:</b>	302S301001005040	<b>Improvements:</b>	\$0
<b>Account:</b>	063114000	<b>Land:</b>	\$14,250
<b>Owners:</b>	BAPTIST HEALTH CARE CORP	<b>Total:</b>	\$14,250
<b>Mail:</b>	1000 W MORENO ST PENSACOLA, FL 32501	<b>Save Our Homes:</b>	\$0
<b>Situs:</b>	1400 W MALLORY ST BLK	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT COMMERCIAL P	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2008 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page Value Type</b>	FRATERNAL AND OTHER	
		<a href="#">Legal Description</a> P	
		W 75 FT OF N 1/2 OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 & 1/2 OF ADJ ALLEY...	
		<b>Extra Features</b>	
		None	



<b>Buildings</b>
<b>Images</b>
None

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



Escambia County Tax Collector

generated on 5/11/2009 3:39:59 PM CDT

Tax Record

Last Update: 5/11/2009 3:41:34 PM CDT

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account Number</b> 06-3114-000	<b>Tax Type</b> REAL ESTATE	<b>Tax Year</b> 2008
<b>Mailing Address</b> BAPTIST HEALTH CARE CORP 1000 W MORENO ST PENSACOLA FL 32501		<b>Property Address</b> 1400 W MALLORY ST  <b>GEO Number</b> 302S30-1001-005-040
TAXES LESS THAN \$10.00		
<b>Assessed Value</b> \$14,250.00	<b>Exempt Amount</b> \$14,250.00	<b>Taxable Value</b> \$0.00
<b>Exemption Detail</b> E7 14250	<b>Millage Code</b> 06	<b>Escrow Code</b>
<b>Legal Description (click for full description)</b> 302S30-1001-005-040 1400 W MALLORY ST W 75 FT OF N 1/2 OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 & 1/2 OF ADJ ALLEY OR 4162 P 541 CA 113		
<b>Ad Valorem Taxes</b>		
<b>Taxing Authority</b>	<b>Rate</b>	<b>Exemption Amount</b>
COUNTY	6.9755	14,250
<u>PUBLIC SCHOOLS</u>		
By Local Board	2.4340	14,250
By State Law	5.2860	14,250
SHERIFF	0.6850	14,250
WATER <u>MANAGEMENT</u>	0.0450	14,250
<b>Total Millage</b>	<b>15.4255</b>	<b>Total Taxes</b>
		<b>\$0.00</b>
<b>Non-Ad Valorem Assessments</b>		
<b>Code</b> NFP	<b>Levying Authority</b> FIRE (CALL 595-4960)	<b>Amount</b> \$0.00
<b>Total Assessments</b>		<b>\$0.00</b>
<b>Taxes &amp; Assessments</b>		<b>\$0.00</b>
<b>If Paid By</b>	<b>Amount Due</b>	
	<b>\$0.00</b>	

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

**Online payment for this account is not allowed.**

# Escambia County Tax Collector

generated on 5/11/2009 3:40:16 PM CDT

**Legal Desc.**

Last Update: 5/11/2009 4:40:16 PM

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

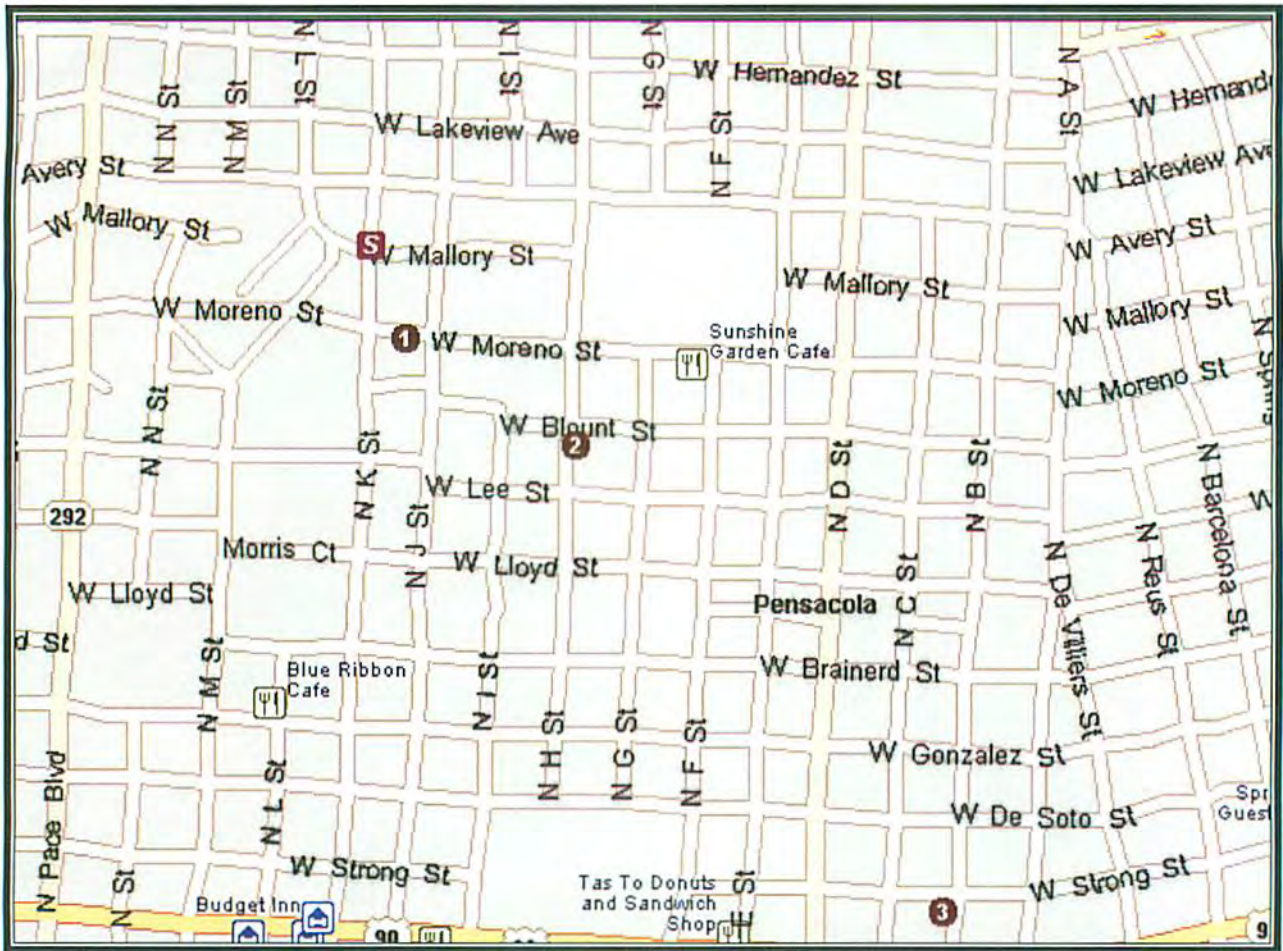
The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06-3114-000	REAL ESTATE	2008
<b>Legal Description (click for full description)</b>		
W 75 FT OF N 1/2 OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 & 1/2 OF ADJ ALLEY OR 4162 P 541 CA 113		

[http://escambiataxcollector.governmaxa.com/collectmax/tab\\_collect\\_mvplgl.asp?PrintView=True&r\\_nm...](http://escambiataxcollector.governmaxa.com/collectmax/tab_collect_mvplgl.asp?PrintView=True&r_nm...) 5/11/2009



LOCATION MAP OF SUBJECT AND COMPARABLE SALES



**QUALIFICATIONS AS AN APPRAISER**  
**R. SHAWN BRANTLEY, MAI, CCIM, SRA**

**AFFILIATIONS/DESIGNATIONS:**

**MAI Designation:** Commercial appraisal designation awarded in 1994, Member #10514

**CCIM Designation:** Commercial investment designation awarded in 1999, Member #8500

**SRA designation:** Residential appraisal designation awarded in 1990. Member #42488

**State Certified in Florida** (State-Certified General Appraiser, RZ289) and **Alabama** (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

**FHA Appraiser:** Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

**VA Appraiser:** Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

**Realtor:** Member of Local Association, Florida Association, and National Association of Realtors.

**Professional Service:** Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

**EXPERIENCE:**

**Over 20 Years of Experience:** Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

**Court Experience:** Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

**Varied Experience:** Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

**Geography of Experience:** Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

**Other Experience:** Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

**Partial List of Prior Clients:**

**Attorneys:** Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasley, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

**Banks:** Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

**Governmental Agencies & Political Subdivisions:** City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

**Corporate Clients:** Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

**EDUCATION:**

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

# Commitment To Insure

ALTA Commitment - 1970 Rev.

## CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A: upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.  
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

**Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.**

  
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

## Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity (ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you,  
or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower.

### Conditions and Exclusions

- A. Old Republic National Title Insurance Company will not be liable to you for loss arising out of:
  1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by Old Republic National Title Insurance Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
  2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
  3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company.
  4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.
- B. When Old Republic National Title Insurance Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of Old Republic National Title Insurance Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of Old Republic National Title Insurance Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.
- D. Claims of loss shall be made promptly to Old Republic National Title Insurance Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499. When the failure to give prompt notice shall prejudice Old Republic National Title Insurance Company then liability of Old Republic National Title Insurance Company, hereunder shall be reduced to the extent of such prejudice, Old Republic National Title Insurance Company shall not be liable hereunder unless notice of loss in writing is received by Old Republic National Title Insurance Company within ninety (90) days from the date of discovery of such loss.
- E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.
- F. The protection herein offered will be effective until cancelled by written notice from Old Republic National Title Insurance Company. Any previous Insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

**SCHEDULE A**

ELRC File No: 011611

1. Effective Date: 2/14/11 at 8:00 A.M.
2. Policy or Policies to be issued:           Amount:
  - (a) ALTA Owners Policy                   \$25,000.00  
(10/17/92 with Florida Modifications)

Proposed Insured: Escambia County, Florida

- (b) ALTA Standard Loan Policy  
(10/17/92 with Florida modifications)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

**Fee simple**  
(fee simple, leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Baptist Health Care Corporation, a Florida not for profit corporation

5. The land referred to in this policy is situated in the County of Escambia, State of Florida, and is described as follows:

The West seventy-five feet (W 75 ') of the South-half (S 1/2 ) of Block Forty (40) of Kupfrian Park, a subdivision of a portion of Sections Twenty-nine (29) and Thirty (30), Township Two (2) South, Range Thirty (30) West, Escambia County, Florida, according to plat thereof recorded in Deed Book 62, at Page 245, of the public records of said County.

TA #30-2S-30-1001-001-040  
Project: Kupfrian Park



**Schedule B -- Part 1**

File No: 011611

**REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) necessary to create the estate or interest to be insured and other instruments which must be properly executed, delivered, and duly filed for record, and/or other matters which must be furnished to the company.
3. Secure and record Warranty Deed from Baptist Health Care Corporation, a Florida not for profit corporation to Escambia County, Florida.
4. Secure proof that Baptist Health Care Corporation, a Florida not for profit corporation is an active corporation

**Schedule B -- Part II**

File No: 011611

**EXCEPTIONS**

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or specific taxes and/or assessments required to be paid in the year 2011 and subsequent years. (Account #06-3110-000)
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.

Prepared by:  
William H. Mitchem  
Beggs & Lane, RLLP  
501 Commendencia Street  
Pensacola, Florida 32502  
Florida Bar No. 187836

**QUIT CLAIM DEED**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that BAPTIST HEALTH VENTURES, INC., a Florida corporation, f/k/a BCI Health Ventures, Inc. ("Grantor") for and in consideration of Ten and 00/100 Dollars (\$10.00), in receipt whereof is acknowledged, does bargain, sell, convey and grant unto BAPTIST HEALTH CARE CORPORATION, a Florida not for profit corporation ("Grantee") whose address is 1000 West Moreno Street, Pensacola, Florida, 32501, its successors and assigns, forever, the following described real property, situate, lying and being in Escambia County, State of Florida, to-wit:

**ALL THOSE CERTAIN PARCELS MORE PARTICULARLY SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Grantor and Grantee hereby further agree that this quit claim deed is being prepared without the benefit of a title search.

IN WITNESS WHEREOF, the undersigned corporation, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents by causing its name to be signed by its Chairman/CEO and its corporate seal to be duly affixed hereto this 27th day of February, 2009.

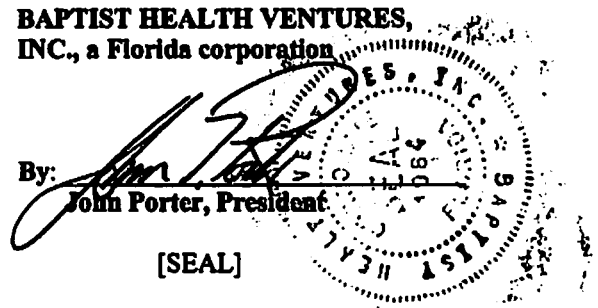
Signed, sealed and delivered  
in the presence of:

Debbie Yaden  
Witness: Debbie Yaden  
Trina L. Goraum  
Witness: Trina L. Goraum

**BAPTIST HEALTH VENTURES,  
INC., a Florida corporation**

By: John Porter  
John Porter, President

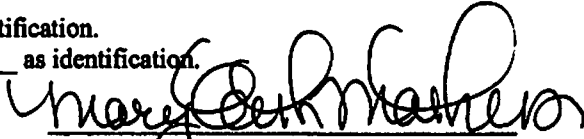
[SEAL]



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of February 2009,  
by John Porter, President of Baptist Health Ventures, Inc., a Florida corporation, on behalf of the  
corporation, who did not take an oath and who:

- is/are personally known to me.
- produced current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.



(Notary Seal Must Be Affixed)

Notary Public  
Printed Name: \_\_\_\_\_ MARY BETH MATHEWS  
My Commission Expires: Notary Public State of FL  
Commission Number: \_\_\_\_\_ Comm. Exp. July 8, 2012  
Comm. No. DD 785455  
ID # 754588

**EXHIBIT "A"**

**BHV to BHCC**

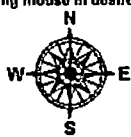
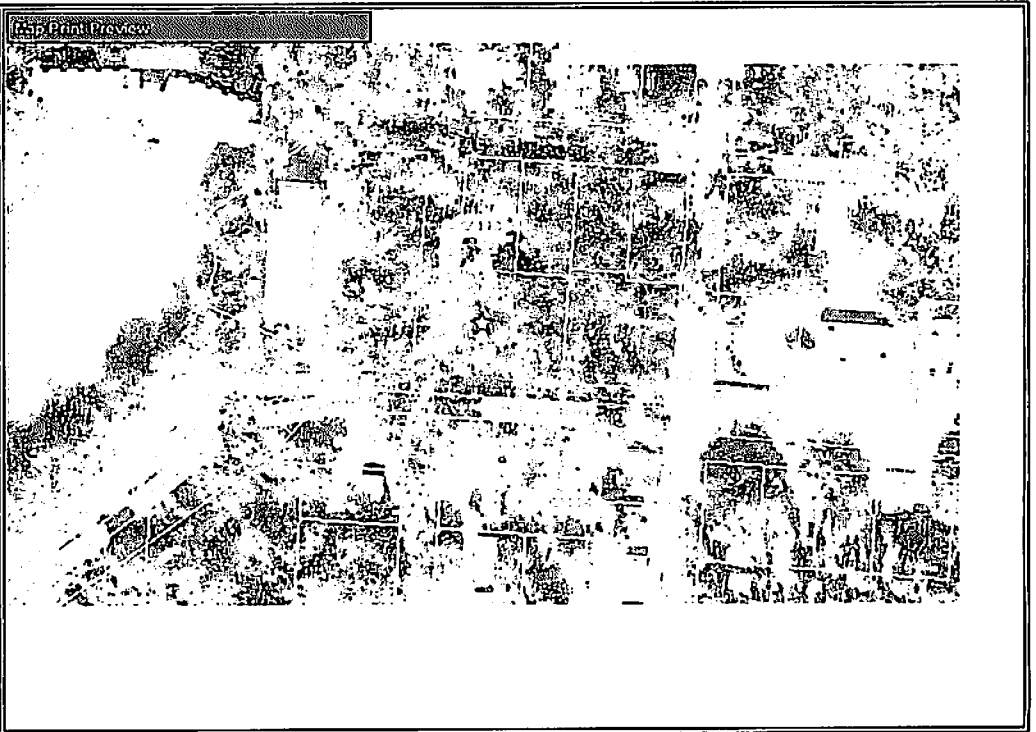
**30-2S-30-1001-001-040 (CTIC #610801305)**

**The West Seventy-five feet (W 75') of the South-half (S 1/2) of Block Forty (40) of Kupfrian Park, a subdivision of a portion of Sections Twenty-nine (29) and Thirty (30), Township Two (2) South, Range Thirty (30) West, Escambia County, Florida, according to plat thereof recorded in Plat Book 62 at Page 245 of the Public Records of said County.**



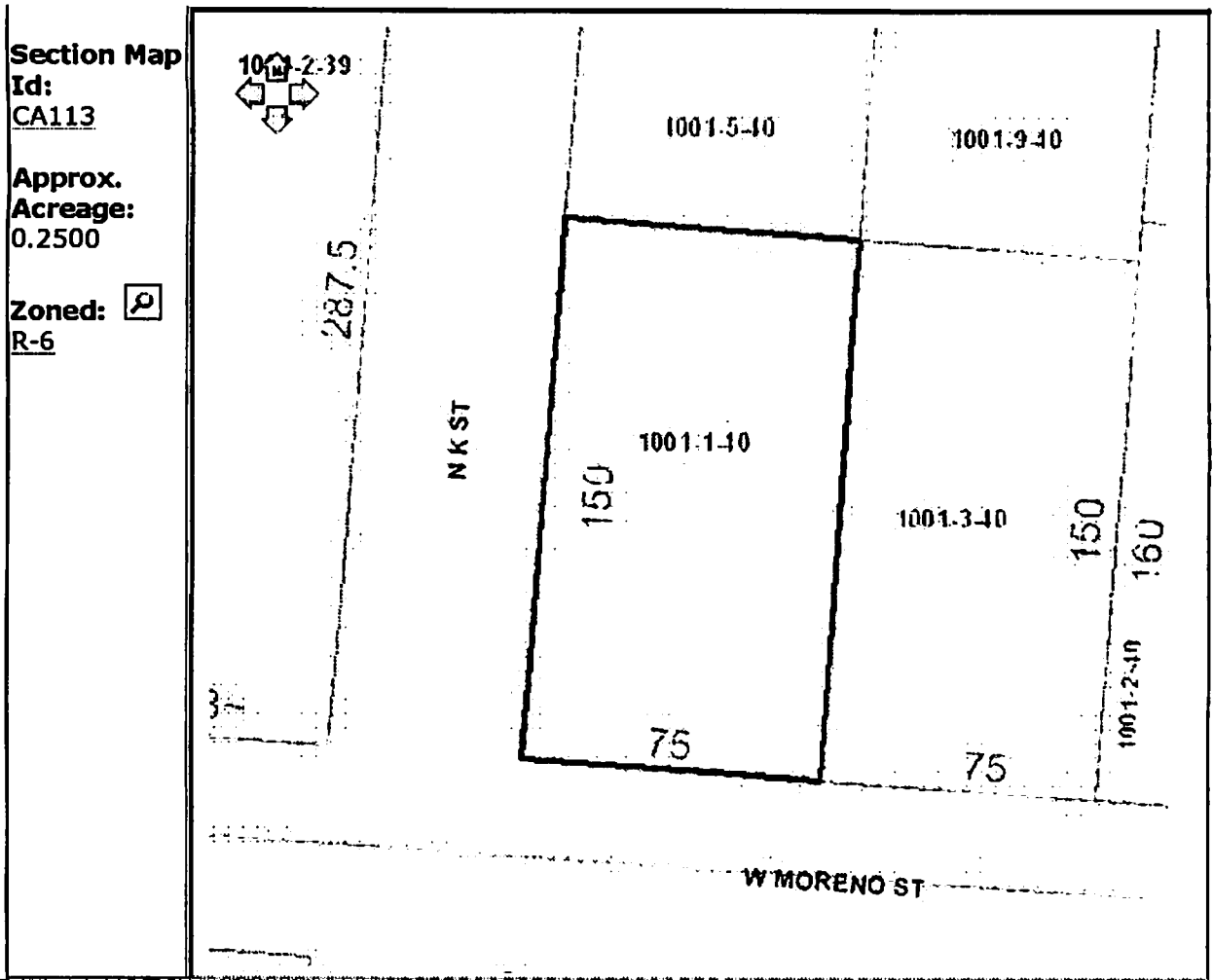
**Chris Jones**  
**Escambia County**  
**Property Appraiser**

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

<b>Map Format:</b> Wide Format Square Format	
<b>Go to Parcel Id:</b> 302s301001001040	<b>Go</b>
<b>Reference Nbr:</b> 302s301001001040 <b>Account:</b> 062116000 <b>Section Map:</b> 10A110 <b>Situs:</b> 1490 W MORENO ST <b>Owner:</b> BAPTIST HEALTH CARE CORPORATION <b>Mailing Address:</b> 1000 W MORENO ST PENSACOLA, FL 32501 <b>Last Sale:</b> 2/27/2009, \$100 <b>Property Use:</b> VACANT COMMERCIAL <b>Approx. Acreage:</b> 0.2500 <b>Building Count:</b> <b>Total Heated Area:</b>	
<b>Radius Search:</b> Search Feet from selected parcel Maximum radius allowed is 5280 feet (1 Mile)	
<b>Road Intersects:</b> Search	
<b>Scrolling Navigation</b> Click and hold mouse over compass while moving mouse in desired direction. 	
	







**Buildings**

**Images**

None

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

## Escambia County Tax Collector

generated on 1/19/2011 1:52:59 PM CST

## Tax Record

Last Update: 1/19/2011 1:52:57 PM CST

## Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06-3110-000	REAL ESTATE	2010			
<b>Mailing Address</b>		<b>Property Address</b>			
BAPTIST HEALTH CARE CORPORATION 1000 W MORENO ST PENSACOLA FL 32501		1490 W MORENO ST			
		<b>GEO Number</b>			
		302S30-1001-001-040			
Exempt Amount	Taxable Value				
See Below	See Below				
<b>Exemption Detail</b>	<b>Millage Code</b>	<b>Escrow Code</b>			
NO EXEMPTIONS	06				
<b>Legal Description (click for full description)</b>					
302S30-1001-001-040 1490 W MORENO ST W 75 FT OF S 150 FT OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 OR 6431 P 1605 SEC 29/30 T 2S R 30 1/2 OF ADJ ALLEY CA 113					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	14,250	0	\$14,250	\$99.40
PUBLIC SCHOOLS					
By Local Board	2.2290	14,250	0	\$14,250	\$31.76
By State Law	5.6310	14,250	0	\$14,250	\$80.24
SHERIFF	0.6850	14,250	0	\$14,250	\$9.76
WATER MANAGEMENT	0.0450	14,250	0	\$14,250	\$0.64
<b>Total Millage</b>		15.5655	<b>Total Taxes</b>		\$221.80
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$9.88			
<b>Total Assessments</b>					\$9.88
Taxes & Assessments					\$231.68
<b>If Paid By</b>				<b>Amount Due</b>	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
11/29/2010	PAYMENT	218539.0004	2010	\$222.41	

Prior Years Payment History

**Prior Year Taxes Due**

NO DELINQUENT TAXES

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401



**Commitment to Insure**

*Issued through the Office of:*

# Commitment To Insure

ALTA Commitment - 1970 Rev.

## CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A: upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.  
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.


NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

**Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.**

  
Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary



## Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity (ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you,  
or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower.

### Conditions and Exclusions

- A. Old Republic National Title Insurance Company will not be liable to you for loss arising out of:
  1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by Old Republic National Title Insurance Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
  2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply to your written closing instructions to deposit the funds in a bank which you designated by name.
  3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company.
  4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.
- B. When Old Republic National Title Insurance Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of Old Republic National Title Insurance Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of Old Republic National Title Insurance Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.
- D. Claims of loss shall be made promptly to Old Republic National Title Insurance Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499. When the failure to give prompt notice shall prejudice Old Republic National Title Insurance Company then liability of Old Republic National Title Insurance Company, hereunder shall be reduced to the extent of such prejudice, Old Republic National Title Insurance Company shall not be liable hereunder unless notice of loss in writing is received by Old Republic National Title Insurance Company within ninety (90) days from the date of discovery of such loss.
- E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.
- F. The protection herein offered will be effective until cancelled by written notice from Old Republic National Title Insurance Company. Any previous Insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

**SCHEDULE A**

ELRC File No: 011711

1. Effective Date: 2/14/11 at 8:00 A.M.
2. Policy or Policies to be issued:                      Amount:
  - (a) ALTA Owners Policy                                      \$25,000.00  
(10/17/92 with Florida Modifications)

Proposed Insured: Escambia County, Florida

- (b) ALTA Standard Loan Policy  
(10/17/92 with Florida modifications)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Fee simple  
(fee simple, leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Baptist Health Care Corporation, a Florida not for profit corporation formerly known as Baptist Care, Incorporated by Warranty Deed in O.R. 1975 Page 640 as corrected in O.R. 2353 Page 796.

5. The land referred to in this policy is situated in the County of Escambia, State of Florida, and is described as follows:

The West seventy-five feet (W 75 ') of the North-half (N 1/2 ) of Block Forty (40) of Kupfrian Park, a subdivision of a portion of Sections Twenty-nine (29) and Thirty (30), Township Two (2) South, Range Thirty (30) West, Escambia County, Florida, according to plat thereof recorded in Deed Book 62, at Page 245, of the public records of said County, together with adjacent alley as described in O.R. 4162 Page 540.

TA #30-2S-30-1001-005-040  
Project: Kupfrian Park

## **Schedule B -- Part 1**

**File No: 011711**

### **REQUIREMENTS**

The following are the requirements to be complied with:

1. **Payment to or for the account of the Grantors or mortgagors of the full consideration for the estate or interest to be insured.**
2. **Instrument(s) necessary to create the estate or interest to be insured and other instruments which must be properly executed, delivered, and duly filed for record, and/or other matters which must be furnished to the company.**
3. **Secure and record Warranty Deed from Baptist Health Care Corporation, a Florida not for profit corporation formerly known as Baptist Care, Incorporated to Escambia County, Florida.**
4. **Secure proof that Baptist Health Care Corporation, a Florida not for profit corporation is an active corporation**

## **Schedule B -- Part II**

File No: 011711

### **EXCEPTIONS**

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or specific taxes and/or assessments required to be paid in the year 2011 and subsequent years. (Account #06-3114-000)
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.

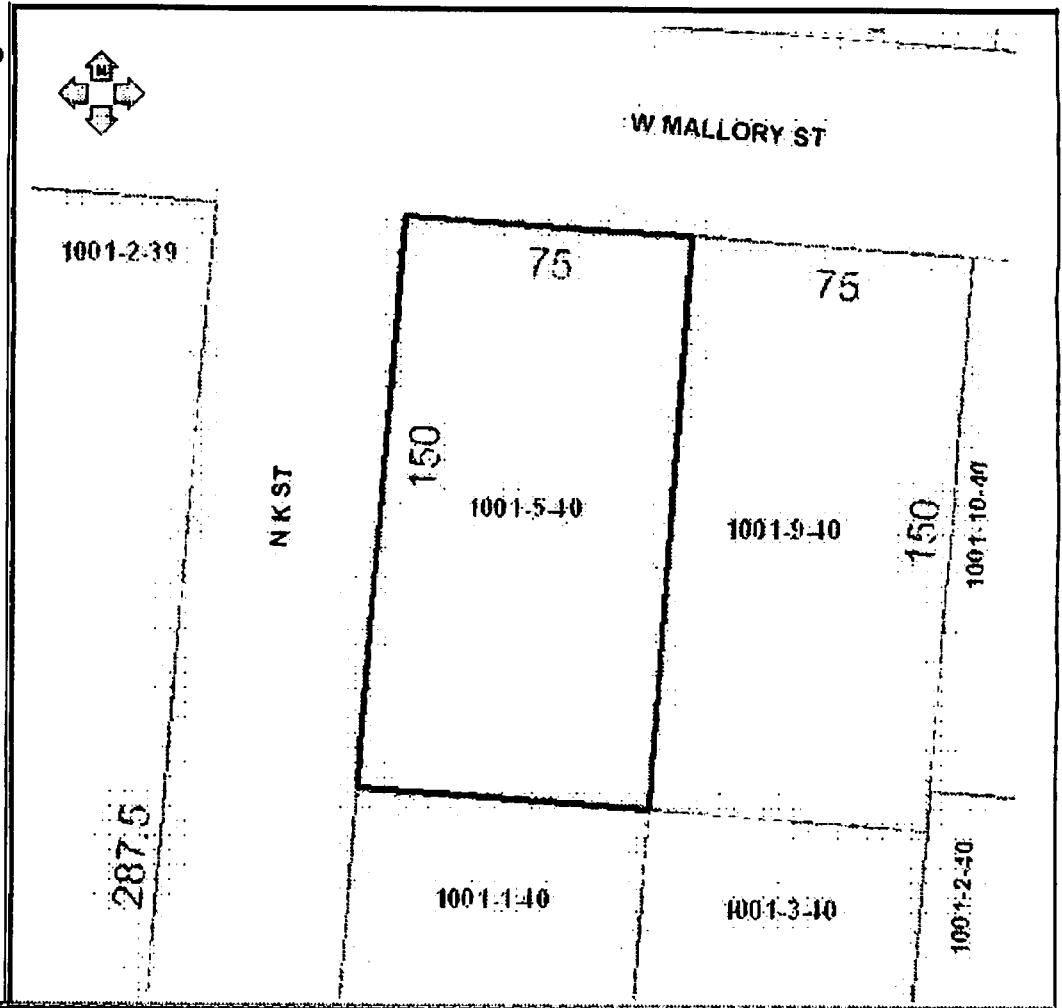


**Section Map**

**Id:**  
CA113

**Approx. Acreage:**  
0.2600

**Zoned:**   
R-6



**Buildings**

**Images**

None

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



# Escambia County Tax Collector

generated on 1/19/2011 1:56:24 PM CST

## Tax Record

Last Update: 1/19/2011 1:56:22 PM CST

### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
06-3114-000	REAL ESTATE	2010			
<b>Mailing Address</b> BAPTIST HEALTH CARE CORP 1000 W MORENO ST PENSACOLA FL 32501		<b>Property Address</b> 1400 W MALLORY ST BLK			
		<b>GEO Number</b> 302S30-1001-005-040			
TAXES LESS THAN \$10.00					
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
E7 14250	06				
<b>Legal Description (click for full description)</b> 302S30-1001-005-040 1400 W MALLORY ST BLK W 75 FT OF N 1/2 OF BLK 40 KUPFRIAN PARK PLAT DB 62 P 245 & 1/2 OF ADJ ALLEY OR 4162 P 541 CA 113					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	14,250	14,250	\$0	\$0.00
PUBLIC SCHOOLS					
By Local Board	2.2290	14,250	14,250	\$0	\$0.00
By State Law	5.6310	14,250	14,250	\$0	\$0.00
SHERIFF	0.6850	14,250	14,250	\$0	\$0.00
WATER MANAGEMENT	0.0450	14,250	14,250	\$0	\$0.00
<b>Total Millage</b>		15.5655	<b>Total Taxes</b>		\$0.00
Non-Ad Valorem Assessments					
Code	Levyng Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$0.00			
<b>Total Assessments</b>					\$0.00
<b>Taxes &amp; Assessments</b>					\$0.00
<b>If Paid By</b>					<b>Amount Due</b>
					\$0.00

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

**Online payment for this account is not allowed.**

and its Westerly extension a distance of 70.6' to a point in the center line of Osceola Boulevard (60' right-of-way), said point being on a curve concave to the West, radius 332.5'; thence Southerly and along said center line an arc distance of 63.78'; thence westerly along the northerly line of Lot 6, Block 50, Kupfrian Park and its Easterly extension a distance of 157.50' to the Northwesterly corner of said Lot 6; thence Southerly along the Westerly line of Lots 6, 7 & 8, Block 50, Kupfrian Park (said Westerly line being a curve concave to the West, radius 175.00') an arc distance of 86.25' to the most Westerly corner of said Lot 8; thence Southerly along the Southwest line of said Lot 8 and its Southeasterly extension a distance of 157.50' to the center line of aforesaid Osceola Boulevard (said center line being a curve concave to the Northwest, radius=332.5'); thence Southwesterly along said centerline an arc distance of 54.66' to the point of curvature of said curve; thence continue Southwesterly along said center line a distance of 187.73' to the Northerly extension of the West boundary line of Block 30, Kupfrian Park; thence Southerly along said Northerly extension of the West line of said Block 30 a distance of 105.66' to the Southwest corner of said Block 30; thence East along the South line of said Block 30 a distance of 175.00'; thence North and parallel to the East line of said Block 30 a distance of 225.00'; thence East and parallel to the south line of said Block 30 a distance of 125.00' to the East line of said Block 30; thence North along the East line of said Block 30 a distance of 75.00' to the Northeast corner of said Block 30; thence West along the North line of Block 30 a distance of 84.80' to the Northwest corner of Block 30, said point being on the Easterly R/W line of Osceola Boulevard (60' R/W) a vacated street; thence Northeasterly along said Osceola Blvd. an arc distance of 60.28' (radius=362.50') to the Southwest corner of Block 39, Kupfrian Park; thence East along the South line of said Block 39 a distance of 60.30' to the Southeast corner of said Block 39; thence North along the East line of said Block 39 a distance of 140.00' to the Point of beginning;

AND ANY PORTION OF THE FOLLOWING DESCRIBED PROPERTY NOT INCLUDED IN THE ABOVE DESCRIPTION:

The North 75 feet of Block 30, all of Block 30, LESS the East 125 feet of said block and LESS that portion of the North 75 feet of said block, not included in the East 125 feet thereof, Lot 1, Block 39, and Lots 6, 7 and 8, Block 50, and including the vacated portions of Osceola Boulevard according to Escambia County Commissioner's Resolution recorded in Minute Book 66 at page 412, which vacated portions would be adjacent to this property, and including all rights of way by vacating of streets and/or alleys adjacent to said property, in Kupfrian Park Company's subdivision of a part of Section 29 and all of Section 30 in Township 2 South, Range 30 West, according to map of said subdivision recorded in Deed Book 62 at page 245 of the public records of Escambia County, Florida.

PARCEL XIV

All of Block 80, less the West 75 feet, North Hill Highlands, according to Dallas Land Company's resubdivision of part of the Dallas Tract, as per plat recorded in Deed Book 62, at page 244, of the public records of Escambia County, Florida, and being the same as Block 80 of the Dallas Tract, the said block being bounded on the East by North "H" Street, on the West by North "I" Street, and on the South by an extension of the North line of Mallory Street, Escambia County, Florida, lying outside of the corporate limits of the City of Pensacola.

PARCEL XV

A portion of the West 75 feet of Block 80, North Hill Highlands, according to Dallas Land Company's re-subdivision of part of the Dallas Tract, as per plat recorded in Deed Book 62 at page 244, said block being bounded on the east by North "H" Street, on the West by North "I" Street and on the South by an extension of the North line of Mallory Street, the portion being more particularly described as follows: Commence at the Southwest corner of the said Block 80; thence north along the west line of said Block 80 for a distance of 150.0 feet for the point of beginning; thence continue north along the said west line for a distance of 62.5 feet to the northwest corner of said Block 80, thence east along the north line of the said Block 80 for a distance of 75.00 feet; thence south parallel to the said west line of Block 80 for a distance of 63.5 feet; thence west for a distance of 75.0 feet to the point of beginning.

PARCEL XVI

The East 15 feet of Lot 16, and all of Lots 17, 18, 27 and 28, in Block 76, North Hill Highlands, being a resubdivision of a part of the Dallas Tract, as shown by a map of said tract recorded in Deed Book 62, at page 244 of the public records of Escambia County, Florida.

PARCEL XVII

Lots 23 to 28, both inclusive, Block 79, North Hill Highlands, being the Dallas Land Company's resubdivision of part of the Dallas Tract, lying outside the corporate limits of the City of Pensacola, Escambia County, Florida, according to map recorded in Deed Book 67 at page 244 of the public records of said County.

PARCEL XVIII

Lots 19, 20, 21 and 22, Block 79, North Hill Highlands, a resubdivision of the Dallas Tract, according to plat recorded in Deed Book 62, page 244 of the public records of Escambia County, Florida, and being the same as Lot 8 and the West 45 feet of Lot 7, Block 79, of the Dallas Tract, lying outside the corporate limits of the City of Pensacola, Escambia County, Florida.

PARCEL XIX

The East 1/2 of Lot 11 and Lots 12 and 13, Block 76, North Hill Highlands Subdivision, according to a resubdivision of part of the Dallas Tract as shown by plat of same in Deed Book 62, page 244 of the public records of said County.

PARCEL XX

The West 75 feet of the East 150 feet of the North 131.57 feet of the South 263.15 feet, in Block 28, Kupfrian Park Company's subdivision of a portion of Section 29, and all of Section 30, Township 2 South, Range 30 West, according to map of said subdivision recorded in Deed Book 62, at page 245 of the public records of Escambia County, Florida.

PARCEL XXI

The West 75 feet of the North 131.57 feet of the South 263.15 feet of Block 28, in Kupfrian Park, the Kupfrian Park Company's Subdivision of part of Section 29 and all of Section 30, Township 2 South, Range 30 West, in Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, at page 245 of the public records of said Escambia County, Florida.

PARCEL XXII

The West 75 feet of Block 80, North Hill Highlands; LESS the following property: Commencing at the Southwest corner of said Block 80; thence North along the west line of said Block 80 for a distance of 150.0 feet for the point of beginning; thence continue North along the said west line for a distance of 62.5 feet to the northwest corner of said Block 80; thence East along the north line of said Block 80 for a distance of 75 feet; thence south parallel to the said west line of Block 80 for a distance of 63.5 feet; thence west for a distance of 75.0 feet to the Point of Beginning.

PARCEL XXIII

Lots Nine (9), Ten (10) and the West one-half (W 1/2) of Lot Eleven (11), Block Seventy-Six (76), North Hill Highlands, a resubdivision of the Dallas Tract, according to plat recorded in Deed Book 62 at page 244 of the records of Escambia County, Florida; and being the same as Lot 1 in Block 76 of the Dallas Tract, Escambia County, Florida; and in addition, that portion of the property formerly being a part of "I" Street in Escambia County, Florida, described as follows: Begin at the Northwest corner of Block 76, North Hill Highlands, being a resubdivision of the Dallas Tract, according to plat of North Hill Highlands recorded in Deed Book 62 at page 244 of the public records of Escambia County, Florida; thence proceed Westerly along an extension of the North line of said Block 76 a distance of 30 feet; thence Southerly at right angles and parallel to the Western line of said Block 76 a distance of 140 feet; thence Easterly at right angles a distance of 30 feet to the West line of Block 76, North Hill Highlands; thence Northerly along the West line of said Block to the point of beginning; lying and being in Sections 29 and 30, Township 2 South, Range 20 West, Escambia County, Florida.

## PARCEL XXIV

Beginning at the Northerly corner of Block 50, Lot 9, Kupfrian Park Subdivision as recorded in Deed Book 62, page 245 of the public records of the County of Escambia County, Florida; thence Southwesterly along the Northwesterly lot lines of Lots 9, 10, 11, 12 of said subdivision a distance of 187.75 feet to the Westerly corner of said Lot 12; thence continue along same course a distance of 27.5 feet to the center line of Live Oak Street; thence Southeasterly along said center line and parallel with the Southwesterly lot line of said lot 12 a distance of 157.50 feet to its intersection with the center line of Osceola Blvd; thence North-easterly along said center line and parallel with the South-easterly lot lines of said Lots 9, 10, 11, 12 a distance of 241.17 feet to its intersection with the Easterly extension of the Northerly lot line of said Lot 9; thence Westerly along said Easterly extension a distance of 157.50 feet to the Northerly corner of said Lot 9 and the point of beginning.

## PARCEL XXV

Lots 4, 5 and 6 in Block 1, Resubdivision of Cantonment Heights, a subdivision of part of Lots 2 and 3, Section 14, Township 1 North, Range 31 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 3, at page 64 of the public records of Escambia County, Florida.

## PARCEL XXVI

Lots 1, 2 and 3 in Block 1, Resubdivision of Cantonment Heights, a subdivision of part of Lots 2 and 3, Section 14, Township 1 North, Range 31 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 3, at page 64 of the public records of Escambia County, Florida.

## PARCEL XXVII

Lots 19 through 21, Block 56, North Hill Highlands, described according to plat of North Hill Highlands, a re-subdivision of certain blocks in the Dallas Tract, in the City of Pensacola, Escambia County, Florida, recorded in Deed Book 62, page 244 of the public records of said County.

## PARCEL XXVIII

Commence at the southeast corner of Block 79 of North Hill Highlands Subdivision, as recorded in Deed Book 62, at page 244, of the public records of Escambia County, Florida; thence go westerly along the southerly line of Block 79, also being the northerly right of way line of Moreno Street (80' R/W) for a distance of 421.27 feet; to the Northeast line of the Ordozgoiti Grant, thence Northwestward along said Grant line 41.68 feet, more or less, to the north line of Moreno Street, thence west along the said north line of Moreno Street a distance of 90 feet to the point of beginning; thence continue westerly for a distance of 107.38 feet along the said north line of Moreno Street, thence deflect 90 degrees to the right and go for a distance of 141.77 feet; thence deflect 90 degrees to the right and go along a line parallel to the Moreno Street for a distance of 107.38 feet; thence deflect 90 degrees to the right and go for a distance of 141.77 feet to the point of beginning.



## PARCEL XXIX

Lot 23 and the West 10 feet of lot 24, Block 17, Donelson and 19th Arpent Tract, according to map of said city copyrighted by Thomas C. Watson in 1906, being known as 705 West Zarragossa Street.

## PARCEL XXX

Lots 19 and 20, LESS the North 44 feet thereof, and all of Lots 17 and 18, Block 13, Englewood Heights, located in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat by L. E. Thornton, C. E., dated October, 1909, and recorded in Deed Book 59, at page 107, of the public records of said County.

## PARCEL XXXI

The West 25 feet of Lot 8 and the East 5 feet of Lot 9, Block 48, Donelson and 19th Arpent Tract, according to map of said city copyrighted by Thomas C. Watson in 1906, being known as 716 West Zarragossa Street.

## PARCEL XXXII

Lots 11 thru 13, Block 6, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, as shown on plat of said subdivision by L. E. Thornton, C.E., dated October, 1909, and recorded in Deed Book 59 at page 107 of the public records of Escambia County, Florida.

## PARCEL XXXIII

Lots 8, 9 and 10, Block 2, Park Place, Packard Land Company's Subdivision of Lots 1 and 2, Brainerd and McIntrye's Subdivision of Section 17, Township 2 South, Range 30 West, said Lots 1 and 2, Brainerd and McIntrye's Subdivision being the South 1/2 of Lot 6, United States survey of said Section 17, in the County of Escambia and the State of Florida.

## PARCEL XXXIV

Lots 10, 11 and 12 in Block 20; Lots 7, 8, 9, 10 and 11 in Block 21; Lots 7, 8, 9, 10 and 11 in Block 22; Lots 1, 2, 3, 4, 5 and 6 in Block 33; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 51; and Lots 7, 8, 9, 10 and 11 in Block 52. All in Kupfrian Park Subdivision, a subdivision that lies in Sections 17, 29, 30 and 60, Township 2 South, Range 30 West, Escambia County, Florida, according to plat by L. Earl Thornton, dated February 1908, recorded in Deed Book 62 at page 245.

PARCEL XXXV

The following real property, situate, lying and being in Escambia County, Florida, to-wit:

Commence at the concrete monument at the Southwest corner of the Joseph Noriega Grant, Section 2, Township 1 South, Range 50 West, Escambia County, Florida, which said point is also the northwest corner of Ferry Pass Heights according to the plat recorded in Plat Book 1 at page 64 of the public records of said County; thence North 15 degrees 35 minutes 34 seconds East along the West line of the said grant for a distance of 300.37 feet to a 1-inch iron pipe for the point of beginning; thence continue North 13 degrees 35 minutes 34 seconds East along the said West line for a distance of 203.71 feet to a concrete monument located at the southeast corner of Section 53, Township 1 South, Range 50 West; thence North 12 degrees 30 minutes 24 seconds East along the west line of the said Section 2 for a distance of 1,246.99 feet to a concrete monument on the south line of the property of the University of West Florida; thence South 84 degrees 35 minutes 06 seconds East (this line being the same line as the line described in the University description as having a bearing of South 82 degrees 32 minutes 09 seconds East) along the south line of the University property for a distance of 5,529.73 feet to the concrete monument at the most northerly corner of Lot 49 of Hillside Subdivision according to the plat recorded in Plat Book 1 at page 43 of the public records of said County; thence South 53 degrees 19 minutes 44 seconds West along the Northwesterly lines of Lots 49 through 41, inclusive, for a distance of 900.91 feet to an existing 1-inch iron pipe at the most westerly corner of Lot 41 of the said subdivision; thence North 36 degrees 40 minutes 16 seconds West for a distance of 477.00 feet to a concrete monument; thence South 57 degrees 10 minutes 54 seconds West for a distance of 520.90 feet to a 1-inch iron pipe; thence North 36 degrees 40 minutes 01 seconds West for a distance of 400.00 feet to an existing concrete monument; thence South 37 degrees 10 minutes 59 seconds West for a distance of 312.80 feet to an existing concrete monument; thence South 31 degrees 57 minutes 59 seconds West for a distance of 590.57 feet to an existing concrete monument; thence South 16 degrees 21 minutes 59 seconds West for a distance of 477.58 feet to a 1-inch iron pipe, which pipe is located 100.00 feet north (as measured at a right angle) from the south line of the said Section 2; thence North 73 degrees 36 minutes 41 seconds West parallel to and 400.00 feet north of the south line of the said Section 2 for a distance of 427.00 feet to a 1-inch iron pipe; thence south 16 degrees 21 minutes 59 seconds West for a distance of 100.00 feet to a 1-inch iron pipe which is 300.00 feet north (as measured at a right angle) from the south line of the said Section 2; thence North 73 degrees 36 minutes 41 seconds West parallel to and 300.00 feet north of the south line of the said Section 2 for a distance of 1,246.83 feet to the point of beginning, containing 81.642 acres, more or less.

AND ALSO:

A portion of the Salvador Ramirez Grant, being Section 53, Township 1 South, Range 50 West, Escambia County, Florida, more particularly described as follows:

Commence at the Southeast corner of the said Section 53; thence North 12 degrees 30 minutes 24 seconds East along

the East line of the said Section 53 for a distance of 695.17 feet for the point of beginning; thence North 77 degrees 29 minutes 36 seconds West for a distance of 415.76 feet to a point of curve of a circular curve concave to the South, said curve having a radius of 1,412.91 feet and a delta angle of 13 degrees 00 minutes 45 seconds; thence westerly along the arc of the said curve for an arc distance of 320.89 feet (chord of 320.20 feet and chord bearing of North 83 degrees 59 minutes 58 seconds West) to the point of tangent; thence South 89 degrees 29 minutes 39 seconds West along a line tangent to the said curve for a distance of 368.47 feet to the point of curve of a circular curve concave to the north, said curve having a radius of 481.15 feet and a delta angle of 32 degrees 07 minutes 15 seconds; thence westerly along the arc of the said curve for an arc distance of 269.73 feet (chord of 266.21 feet and chord bearing of North 74 degrees 26 minutes 43 seconds West; thence North 14 degrees 28 minutes 10 seconds East for a distance of 490.75 feet to the south line of the property of the University of West Florida; thence South 84 degrees 35 minutes 06 seconds East (this line being the same line as the line described by the University's description as having a bearing of South 82 degrees 32 minutes 09 seconds East) along the south line of the University property for a distance of 1,352.52 feet to a point on the east line of the said Section 53; thence South 12 degrees 30 minutes 24 seconds West along the east line of the said Section 53 for a distance of 551.82 feet to the point of beginning; containing 16.00 acres and lying and being in Section 57, Township 1 South, Range 30 West, Escambia County, Florida.

AND ALSO:

A portion of the Salvador Ramirez Grant, being Section 53, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the southeast corner of the said Section 53; thence North 12 degrees 30 minutes 24 seconds East along the east line of the said Section 53 for a distance of 1246.99 feet to the south line of the property of the University of West Florida; thence North 84 degrees 35 minutes 06 seconds West (this line being the same line as the line described by the University's description as having a bearing of North 82 degrees 32 minutes 09 seconds West) along the south line of the University property for a distance of 1,352.52 feet for the point of beginning; thence continue North 84 degrees 35 minutes 06 seconds West for a distance of 420.00 feet; thence South 09 degrees 02 minutes 20 seconds West for a distance of 417.07 feet; thence South 80 degrees 57 minutes 46 seconds East for a distance of 147.91 feet to a point of curve of a circular curve concave to the South, said curve having a radius of 585.54 feet and a delta angle of 22 degrees 34 minutes 34 seconds; thence easterly along the arc of the said curve for an arc distance of 250.72 feet (chord length of 229.25 feet and chord bearing of South 69 degrees 40 minutes 25 seconds East); thence North 14 degrees 28 minutes 10 seconds East for a distance of 490.75 feet to the point of beginning; Containing 4.00 acres and lying and being in Section 53, Township 1 South, Range 30 West, Escambia County, Florida; subject to the 100 foot wide easement of Southern Bell Telephone and Telegraph Company.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land in Sections 2 and 53, Township 1 South, Range 30 West, Escambia County, Florida, containing 55.7372 acres, more or less, and described as follows: Commence at the Southwest corner of the Said Section 2; thence go North 15 degrees 55 minutes 34 seconds East along the West line of the said Section 2 a distance of 504.08 feet; thence go North 12 degrees 30 minutes 24 seconds East a distance of 615.17 feet to the point of beginning of this description; thence go North 69 degrees 28 minutes 00 seconds East a distance of 136.21 feet; thence go South 54 degrees 15 minutes 00 seconds East a distance of 326.90 feet; thence go North 85 degrees 28 minutes 00 seconds East a distance of 166.50 feet; thence go South 83 degrees 05 minutes 03 seconds East a distance of 46.64 feet; thence go South 04 degrees 01 minutes 48 seconds West a distance of 658.05 feet; thence go South 84 degrees 44 minutes 49 seconds East a distance of 984.29 feet; thence go North 16 degrees 21 minutes 59 seconds East a distance of 172.58 feet; thence go North 31 degrees 57 minutes 59 seconds East a distance of 590.57 feet; thence go North 37 degrees 10 minutes 59 seconds East a distance of 312.80 feet; thence go South 36 degrees 40 minutes 01 seconds East a distance of 400.00 feet; thence go North 37 degrees 10 minutes 54 seconds East a distance of 520.90 feet; thence go South 36 degrees 40 minutes 16 seconds East a distance of 477.00 feet; thence go North 53 degrees 19 minutes 44 seconds East a distance of 900.91 feet to the South property line of the University of West Florida; thence go North 84 degrees 35 minutes 06 seconds West along the South line of the University of West Florida property (South 82 degrees 32 minutes 09 seconds East University bearing) a distance of 3010.16 feet; thence go South 04 degrees 01 minutes 48 seconds West a distance of 515.12 feet; thence go South 87 degrees 00 minutes 00 seconds West a distance of 12.80 feet; thence go South 46 degrees 15 minutes 00 seconds West a distance of 125.00 feet; thence go South 85 degrees 28 minutes 00 seconds West a distance of 94.00 feet; thence go North 54 degrees 15 minutes 00 seconds West a distance of 369.66 feet; thence go South 69 degrees 28 minutes 00 seconds West a distance of 215.50 feet to the North right-of-way line of Hillview Road (80 Foot R/W); thence go South 77 degrees 29 minutes 36 seconds East along the North right-of-way line of the said Hillview Road a distance of 100.00 feet; thence go South 12 degrees 30 minutes 24 seconds West a distance of 80.00 feet to the point of beginning.

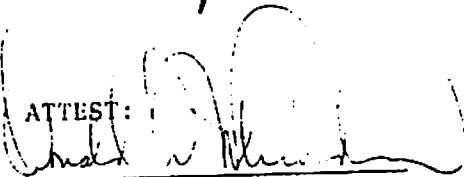
PARCEL XXXVI

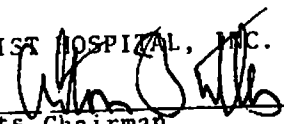
Lots 1, 2 and 3 in Block 2, Resubdivision of Cantonment Heights, a subdivision of part of Lots 2 and 3, Section 14, Township 1 North, Range 31 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 5, at page 64 of the public records of Escambia County, Florida.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free from incumbrances, and that it, its successors and assigns, the said grantee, its successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, the said corporation, grantor, in pursuance of due and legal action of its Board of Directors, has executed these presents causing its name to be signed by its President and its corporate seal to be affixed hereto this 27th day of September, 1984.

ATTEST:   
Its Secretary

BAPTIST HOSPITAL, INC.  
By   
Its Chairman

STATE OF FLORIDA  
ESCAMBIA COUNTY

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said state and county, personally appeared Alton Butler and Donald D. Whiddon known to me to be the individuals described by said names who executed the foregoing instrument, and to be the Chairman and secretary of BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, and acknowledged and declared that they as Chairman and Secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

GIVEN under my hand and official seal this 27th day of September, 1984.

  
Notary Public  
My commission expires: 3/30/87



324037

FILE RECORDS IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY

OCT 17 2 32 PM '84

FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY

ORIGINAL ON FILE

THIS INSTRUMENT WAS PREPARED BY  
RONALD L. NELSON

BOOKS & LANE  
700 BLAUNT BUILDING  
PENSACOLA A, FLORIDA 32506

**CORRECTIVE WARRANTY DEED**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that Baptist Hospital, Inc., a Florida not-for-profit corporation, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto Baptist Care Incorporated, a Florida not-for-profit corporation, whose address is 1000 West Moreno Street, Pensacola, Florida 32501, its successors and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

All of the parcels set forth in that certain corporation warranty deed executed by Baptist Hospital, Inc., a Florida not-for-profit corporation, as grantor, in favor of Baptist Care Incorporated, a Florida not-for-profit corporation, as grantee, recorded in O.R. Book 1975 at Pages 640-650, in the public records of Escambia County, Florida. The legal descriptions of all of the said parcels listed in O.R. Book 1975 at Pages 640-650, in the public records of Escambia County, Florida, are hereby incorporated by reference into this Corrective Warranty Deed.

This Corrective Warranty Deed is intended to and does hereby confirm and ratify the conveyance set forth in the aforesaid corporation warranty deed recorded in O.R. Book 1975 at Pages 640-650, in the public records of Escambia County, Florida. The corporate seal of Baptist Hospital, Inc. was inadvertently not affixed to the said corporation warranty deed and the purpose of this Corrective Warranty Deed is to confirm the validity of the conveyance intended by the said corporation warranty deed.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, the said Baptist Hospital, Inc. has executed these presents causing its name to be signed by its Chairman on this 15th day of February, 1987.

5 2 2 8 9 5 BAPTIST HOSPITAL, INC.  
By: Alton Butler  
Alton Butler, Chairman

Suzanne L. Cavalry  
Witness

Suzanne L. Fritz  
Witness

FILED AND RECORDED IN  
THE PUBLIC RECORDS OF  
ESCAMBIA CO. FLA CN

FEB 18 3 27 PM '87

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

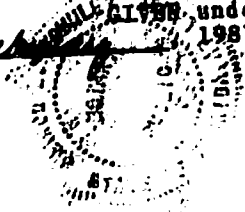
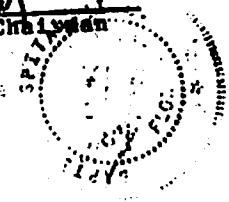
IN BOOK & PAGE NOTED ABOVE  
JOE A. FLOWERS, COMPTROLLER  
PENSACOLA COUNTY

Before the subscriber, duly commissioned, qualified and acting as notary public, in and for said state and county, personally appeared Alton Butler, known to me to be the individual described by said name who executed the foregoing instrument and to be the Chairman of Baptist Hospital, Inc., a Florida not-for-profit corporation, and acknowledged and declared that he as Chairman of said corporation, and being duly authorized by it, signed its name and executed the said instrument for it and as its act and deed.

Alton Butler GIVEN under my hand and official seal this 15th day of February, 1987.

Suzanne L. Cavalry  
Notary Public  
My Commission Expires: 2/28/90

D.S. NO. 570  
DATE 2-18-87  
JOE A. FLOWERS, COMPTROLLER  
BY: [Signature] P.C.  
CERT. REG. #59-204328-27-01





**NOTICE OF PUBLIC HEARING  
ON PETITION TO VACATE,  
CLOSE AND ABANDON CERTAIN  
ROAD RIGHTS-OF-WAY AND  
ALLEYWAYS**

**TO WHOM IT MAY CONCERN:**

Notice is hereby given that a public hearing will be held on August 7, A.D., 1997, at 5:32 p.m. in the Board meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida, to consider the advisability of vacating, closing, abandoning and discontinuing the following described road rights-of-way or alleyways:

All of those five (5) parcels lying in Escambia County, Florida, located outside the City Limits of the City of Pensacola in Kupfrian Park, a subdivision of part of Section 29 and all of Section 30, Township 2 South, Range 20 West, Escambia County, Florida, according to the plat as recorded in Deed Book 62 at page 245 of the public records of Escambia County, Florida, as hereinafter described or referred to, all references herein to lots, blocks, streets, alleys, and undesignated parcels, if any, being to those lots, blocks, streets, alleys or other parcels as they are shown on the said recorded plat of Kupfrian Park Subdivision unless otherwise specifically referred to herein, to-wit:

(1) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat) lying south of a line which is an easterly extension of the south line of Block 37 to its intersection with the south-easterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying north of a line which is an easterly extension of the north line of Block 33 to its intersection with the said south-easterly line of Osceola Boulevard, which point of intersection is on the westerly line of said Block 52; and also

(2) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat), if there be any, lying north of a line which is the easterly extension of the south line of Block 37 to its intersection with the south-easterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying south of the intersection of said Osceola Boulevard and "N" Street with the southerly end of the most westerly closed and vacated portion of Osceola Boulevard as described in and vacated by the Board of County Commissioners of Escambia County, Florida, by Resolution in the proceedings as recorded in Official Record Book 1332 at pages 541 through 544, inclusive, of the public records of Escambia County, Florida; and also

(3) All of "L" Street (shown as Lamar Street on the plat) lying south of the southeasterly line of Osceola Boulevard and north of a line connecting the northeast corner of Lot 1, Block 22 with the northwest corner of Lot 7, Block 23; and also

(4) All of the alley, 20 feet wide in Block 39 running between Lots 1 and 2 of Block 39; and also

(5) All of the west 75 feet of the alley 20 feet wide in Block 40 lying between Lots 6 and 7 and the west half of Lots 5 and 8 and east of the line connecting the northwest corner of Lot 6 with the southwest corner of Lot 7 of said Block 40.

Board of County Commissioners  
Escambia County, Florida  
BY: THOMAS G. BANJANIN  
Chairman

ATTEST:  
ERNIE LEE MAGAJA  
Clerk of the Circuit Court  
(SEAL)  
By: MARILYN GINGREY  
Deputy Clerk

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 330, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 434-3776 at least 48 hours in advance of the meeting.

Any person who decides to appeal any decision made by any board agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based.

casw-1w-7-17-1997

**THE ESCAMBIA SUN-PRESS**

PUBLISHED WEEKLY SINCE 1948



(Warrington) Pensacola, Escambia County, Florida

**STATE OF FLORIDA**

County of Escambia

Before the undersigned authority personally appeared \_\_\_\_\_

MICHAEL J. DRIVER

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun-Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of PUBLIC HEARING

KUPFRIAN PARK

\_\_\_\_\_ in the \_\_\_\_\_ Court,  
was published in said newspaper in the issues of \_\_\_\_\_

JULY 17, 1997

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he 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.

*Michael J. Driver*

PUBLISHER

Sworn to and subscribed before me this 17th  
day of JULY A.D., 19 97

*Denise G. Messer*

DENISE G. MESSER

NOTARY PUBLIC



"OFFICIAL SEAL"  
Denise G. Messer  
My Commission Expires 8/24/2000  
Commission #CC 567298

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED FOR ROAD RIGHTS-OF-WAY OR ALLEYWAY PURPOSES AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND.**

WHEREAS, Pensacola Retirement Village, Inc., Pensacola POB Incorporated, Baptist Hospital, Inc., and Baptist Health Care Corporation have petitioned this Board to close, vacate, and abandon the following rights-of-way and alleyways, and to renounce and disclaim the right of Escambia County, Florida and of the public, pursuant to Section 336, Florida Statutes; and

WHEREAS, the Board of the County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired for road rights-of-way and alleyway purposes:

All of those five (5) parcels lying in Escambia County, Florida, located outside the City Limits of the City of Pensacola in Kupfrian Park, a subdivision of part of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat as recorded in Deed Book 62 at page 245 of the public records of Escambia County, Florida, as hereinafter described or referred to, all references herein to lots, blocks, streets, alleys, and undesignated parcels, if any, being to those lots, blocks, streets, alleys or other parcels as they are shown on the said recorded plat of Kupfrian Park Subdivision unless otherwise specifically referred to herein, to-wit:

(1) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat) lying south of a line which is an easterly extension of the south line of Block 37 to its intersection with the southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying north of a line which is an easterly extension of the north line of Block 33 to its intersection with the said southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of said Block 52; and also

(2) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat), if there be any, lying north of a line which is the easterly extension of the south line of Block 37 to its intersection with the southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying south of the intersection of said Osceola Boulevard and "N" Street with the southerly end of the most westerly closed and vacated portion of Osceola Boulevard as described in and vacated by the Board of County Commissioners of Escambia County, Florida, by Resolution in the proceedings as recorded in Official Record Book 1332 at pages 541 through 544, inclusive, of the public records of Escambia County, Florida; and also

(3) All of "L" Street (shown as Lamar Street on the plat) lying south of the southeasterly line of Osceola Boulevard and north of a line connecting the northeast corner of Lot 11, Block 22 with the northwest corner of Lot 7, Block 23; and also

(4) All of the alley 20 feet wide in Block 39 running between Lots 1 and 2 of Block 39; and also

(5) All of the west 75 feet of the alley 20 feet wide in Block 40 lying between Lots 6 and 7 and the west half of Lots 5 and 8 and east of the line connecting the northwest corner of Lot 6 with the southwest corner of Lot 7 of said Block 40.

and any right of the County and the public in and to the above described road rights-of-way and alleyways is hereby renounced and disclaimed; and

WHEREAS, Petitioners, Pensacola Retirement Village, Inc., Pensacola POB Incorporated, Baptist Hospital, Inc., and Baptist Health Care Corporation have caused to be published on July 17, A.D., 1997, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on August 7, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing, and closing of said property acquired for road right-of-way or alleyway purposes and the renouncing and disclaiming of any right of the County and the public in and to said road rights-of-way and alleyways will not materially interfere with the County road system and will not deprive any person of any reasonable means of ingress/egress to such person's property;

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for road right-of-way or alleyway

purposes is hereby vacated, abandoned, discontinued, and closed:

All of those five (5) parcels lying in Escambia County, Florida, located outside the City Limits of the City of Pensacola in Kupfrian Park, a subdivision of part of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat as recorded in Deed Book 62 at page 245 of the public records of Escambia County, Florida, as hereinafter described or referred to, all references herein to lots, blocks, streets, alleys, and undesignated parcels, if any, being to those lots, blocks, streets, alleys or other parcels as they are shown on the said recorded plat of Kupfrian Park Subdivision unless otherwise specifically referred to herein, to-wit:

(1) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat) lying south of a line which is an easterly extension of the south line of Block 37 to its intersection with the southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying north of a line which is an easterly extension of the north line of Block 33 to its intersection

with the said southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of said Block 52; and also

(2) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat), if there be any, lying north of a line which is the easterly extension of the south line of Block 37 to its intersection with the southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying south of the intersection of said Osceola Boulevard and "N" Street with the southerly end of the most westerly closed and vacated portion of Osceola Boulevard as described in and vacated by the Board of County Commissioners of Escambia County, Florida, by Resolution in the proceedings as recorded in Official Record Book 1332 at pages 541 through 544, inclusive, of the public records of Escambia County, Florida; and also

(3) All of "L" Street (shown as Lamar Street on the plat) lying south of the southeasterly line of Osceola Boulevard and north of a line connecting the northeast corner of Lot 11, Block 22 with the northwest corner of Lot 7, Block 23; and also

(4) All of the alley 20 feet wide in Block 39 running between Lots 1 and 2 of Block 39; and also

(5) All of the west 75 feet of the alley 20 feet wide in Block 40 lying between Lots 6 and 7 and the west half of Lots 5 and 8 and east of the line connecting the northwest corner of Lot 6 with the southwest corner of Lot 7 of said Block 40.

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

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

ESCAMBIA COUNTY, FLORIDA  
BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS

By: Thomas G. Banjanin  
Thomas G. Banjanin, Chairman

SEAL OF ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
ERNEST E. MAGAHA  
CLERK OF THE CIRCUIT COURT  
By: [Signature]  
Deputy Clerk

Adopted: August 7, 1997

HOLD/HARMLESS AGREEMENT

WHEREAS, Pensacola Retirement Village, Inc., Pensacola POB Incorporated, Baptist Hospital, Inc., and Baptist Health Care Corporation, hereafter called "Petitioners", have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain road rights-of-way and alleyways pursuant to the provisions of Section 336.09, Florida Statutes, and

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

NOW, THEREFORE, Petitioners and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes, agrees to vacate, abandon, discontinue and close the following described road, rights-of-way and alleyways or portions thereof and to renounce and disclaim any right of the County and public in and hereto said rights-of-way and alleyways more particularly described as follows:

All of those five (5) parcels lying in Escambia County, Florida, located outside the City Limits of the City of Pensacola in Kupfrian Park, a subdivision of part of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat as recorded in Deed Book 62 at page 245 of the public records of Escambia County, Florida, as hereinafter described or referred to, all references herein to lots, blocks, streets, alleys, and undesignated parcels, if any, being to those lots, blocks, streets, alleys or other parcels as they are shown on the said recorded plat of Kupfrian Park Subdivision unless otherwise specifically referred to herein, to-wit:

(1) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat) lying south of a line which is an easterly extension of the south line of Block 37 to its intersection with the southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying north of a line which is an easterly extension of the north line of Block 33 to its intersection with the said southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of said Block 52; and also

(2) All of Osceola Boulevard and of "N" Street (shown as Norton Street on the plat), if there be any, lying north of a line which is the easterly extension of the south line of Block 37 to its intersection with the southeasterly line of Osceola Boulevard, which point of intersection is on the westerly line of Block 52, and lying south of the intersection of said Osceola Boulevard and "N" Street with the southerly end of the most westerly closed and vacated portion of Osceola Boulevard as described in and vacated by the

Board of County Commissioners of Escambia County, Florida, by Resolution in the proceedings as recorded in Official Record Book 1332 at pages 541 through 544, inclusive, of the public records of Escambia County, Florida; and also

(3) All of "L" Street (shown as Lamar Street on the plat) lying south of the southeasterly line of Osceola Boulevard and north of a line connecting the northeast corner of Lot 11, Block 22 with the northwest corner of Lot 7, Block 23; and also

(4) All of the alley 20 feet wide in Block 39 running between Lots 1 and 2 of Block 39; and also

(5) All of the west 75 feet of the alley 20 feet wide in Block 40 lying between Lots 6 and 7 and the west half of Lots 5 and 8 and east of the line connecting the northwest corner of Lot 6 with the southwest corner of Lot 7 of said Block 40.

2. Petitioners hereby covenant and agree that they have complied with all requirements of Chapter 336, Florida Statutes, in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioners hereby covenant and warrant that no person will be denied ingress/egress or access to their property by the vacation of the rights-of-way and alleyways which are described herein.

4. Petitioners hereby agree to defend, indemnify, and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges, and expenses, including court costs and attorney's fees, which may or might arise because of or related to the vacation of the rights-of-way and alleyways which are described herein.

PENSACOLA RETIREMENT VILLAGE, INC.

Executed in the presence of:  
Donna M. Sarge  
Witness: DONNA M. SARGE  
Phyllis Beck  
Witness: Phyllis Beck

By: James F. Enerson  
Its: Executive Vice President/CEO  
Date: July 16, 1997

PENSACOLA POB INCORPORATED

Executed in the presence of:  
Jivian A. Carlson  
Witness: Jivian A. Carlson  
Mary Beth Matthews  
Witness: Mary Beth Matthews

By: Robert J. Campbell  
Its: President  
Date: July 22, 1997



Executed in the presence of:  
Sheila Taylor  
Witness: Sheila Taylor  
Mary Beth Mathews  
Witness: Mary Beth Mathews

BAPTIST HOSPITAL, INC  
By: [Signature]  
Its: PRESIDENT  
July 22, 1997  
Date

Executed in the presence of:  
Jivian A. Carson  
Witness: Jivian A. Carson  
Mary Beth Mathews  
Witness: Mary Beth Mathews

BAPTIST HEALTH CARE CORPORATION  
By: [Signature]  
Its: Executive Vice President  
July 22, 1997  
Date

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
By: [Signature]  
Thomas G. Banjanin, Chairman

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTEST: [Signature]  
ERNESTEE MAGAHA  
CLERK OF THE CIRCUIT COURT  
Deputy Clerk  
Date Accepted: August 7, 1997

Commissioners Closing Certain  
Road Right-of-Way or Alleyway

NOTICE IS HEREBY GIVEN that on August 7, A.D., 1997, in accordance with Sections 336.09 and 336.10, Florida Statutes, the Board of County Commissioners of Escambia County, Florida, adopted a resolution closing, vacating discontinuing and abandoning that certain road right-of-way or alleyway in Escambia County, Florida, described as follows:

All of those five (5) parcels lying in Escambia County, Florida, located outside the City Limits of the City of Pensacola in Kupfrian Park, a subdivision of part of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat as recorded in Deed Book 62 at page 245 of the public records of Escambia County, Florida, as hereinafter described or referred to, all references herein to lots, blocks, streets, alleys, and undesignated parcels, if any, being to those lots, blocks, streets, alleys or other parcels as they are shown on the said recorded plat of Kupfrian Park Subdivision unless otherwise specifically referred to herein, to-wit:

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(4) All of the alley 20 feet wide in Block 39 running between Lots 1 and 2 of Block 39; and also

(5) All of the west 75 feet of the alley 20 feet wide in Block 40 lying between Lots 6 and 7 and the west half of Lots 5 and 8 and east of the line connecting the northwest corner of Lot 6 with the southwest corner of Lot 7 of said Block 40.

and renouncing and disclaiming any right of Escambia County, Florida and the public in and to the aforesaid property.

DATED this 7th day of August, 1997.

Board of County Commissioners  
Escambia County, Florida

aww-1w-8-14-1997

# THE ESCAMBIA SUN-PRESS



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

RCD Aug 19, 1997 04:28 pm  
Escambia County, Florida

## STATE OF FLORIDA

County of Escambia

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-410489

Before the undersigned authority personally appeared  
MICHAEL J. DRIVER

who is personally known to me and who on oath says that he is  
Publisher of The Escambia Sun-Press, a weekly newspaper  
published at (Warrington) Pensacola in Escambia County,  
Florida; that the attached copy of advertisement, being a  
NOTICE in the matter of ADOPTION OF RESOLUTION TO  
CLOSE CERTAIN ROAD RIGHT OF WAY OR ALLEYWAY  
KUPFRIAN PARK in the COUNTY Court,  
was published in said newspaper in the issues of  
AUGUST 14, 1997

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he 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.

*Michael J. Driver*  
PUBLISHER

Sworn to and subscribed before me this 14th  
day of AUGUST A.D., 19 97

*Denise G. Messer*  
DENISE G. MESSER NOTARY PUBLIC



"OFFICIAL SEAL"  
Denise G. Messer  
My Commission Expires 8/24/2000  
Commission #CC 567298

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

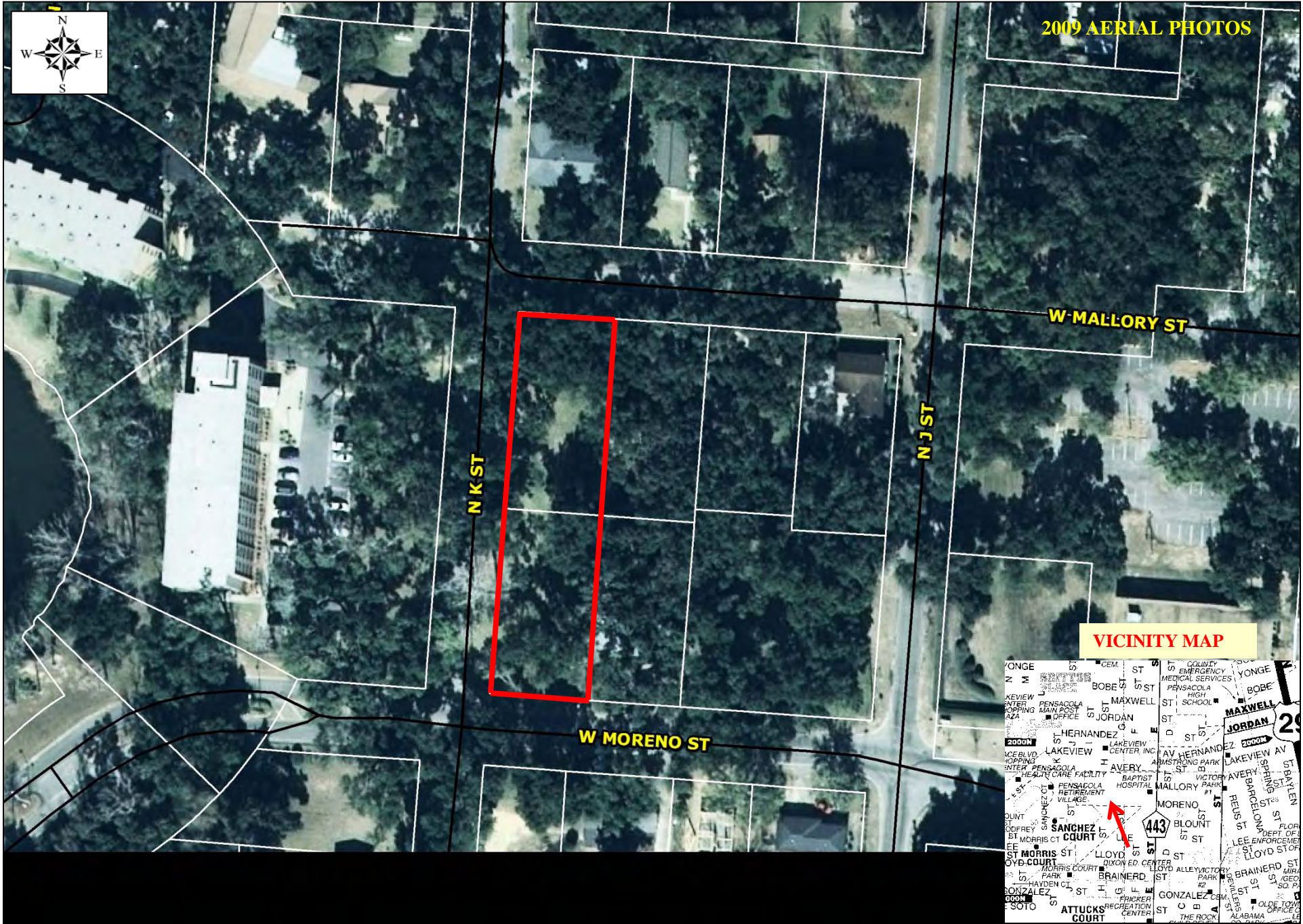


**Commitment to Insure**

*Issued through the Office of:*



# KUPFRIAN PARK DRAINAGE PROPOSED ACQUISITION / BAPTIST HEALTH CARE PROPERTY



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 04/15/11 DISTRICT 3



**TWO CONTIGUOUS PARCELS TOTALING APPROX. .52 ACRES  
APPRAISED VALUE: \$25,000 PER PARCEL – TOTAL \$50,000**





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

**AI-761**

**County Administrator's Report Item #: 11. 28.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Conveyance of an Easement for Electric Service to Gulf Power Company

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Conveyance of an Easement for Electric Service to Gulf Power Company - Joy D. Blackmon P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Easement for Electric Service to Gulf Power Company, on County-owned property located on Bauer Road for the Southwest Escambia Sports Complex:

A. Approve granting an Easement for Electric Service to Gulf Power Company, as shown on Exhibit "A", on County-owned property located on Bauer Road for the Southwest Escambia Sports Complex.; and

B. Authorize the Chairman to sign the Easement document and any other documents associated with the granting of the Easement for Electric Service.

Escambia County owns property located on Bauer Road, south of Lillian Highway, identified as the site for the Southwest Escambia Sports Complex. To facilitate their plans to provide electrical service from Bauer Road into the sports complex, Gulf Power is requesting the conveyance of an Easement for Electric Service, as shown on Exhibit "A". Engineering staff has reviewed this request and the construction plans for the sports complex and supports Gulf Power's request for said easement.

[Funding Source: Funds for incidental expenditures associated with the recording of documents are available in the Engineering Escrow account accessed by the Escambia County Clerk's Office]

**BACKGROUND:**

Escambia County owns property located on Bauer Road, south of Lillian Highway, identified as the site for the Southwest Escambia Sports Complex. To facilitate their plans to provide electrical service from Bauer Road into the sports complex, Gulf Power is requesting the conveyance of an Easement for Electric Service, as shown on Exhibit "A". Engineering staff has reviewed this request and the construction plans for the sports complex and support Gulf Power's request for said easement.

**BUDGETARY IMPACT:**

Funds for incidental expenditures associated with the recording of documents are available in Engineering Escrow account accessed by the Escambia County Clerk's Office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Easement for Electric Service document was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 28, 2011.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will have the utility easement executed by the Chairman and attested by the County Clerk's office, with copies provided to Gulf Power Company. County staff will continue to work with Gulf Power Company in meeting their requirements to provide electrical service.

---

**Attachments**

Exhibit "A"

Easement

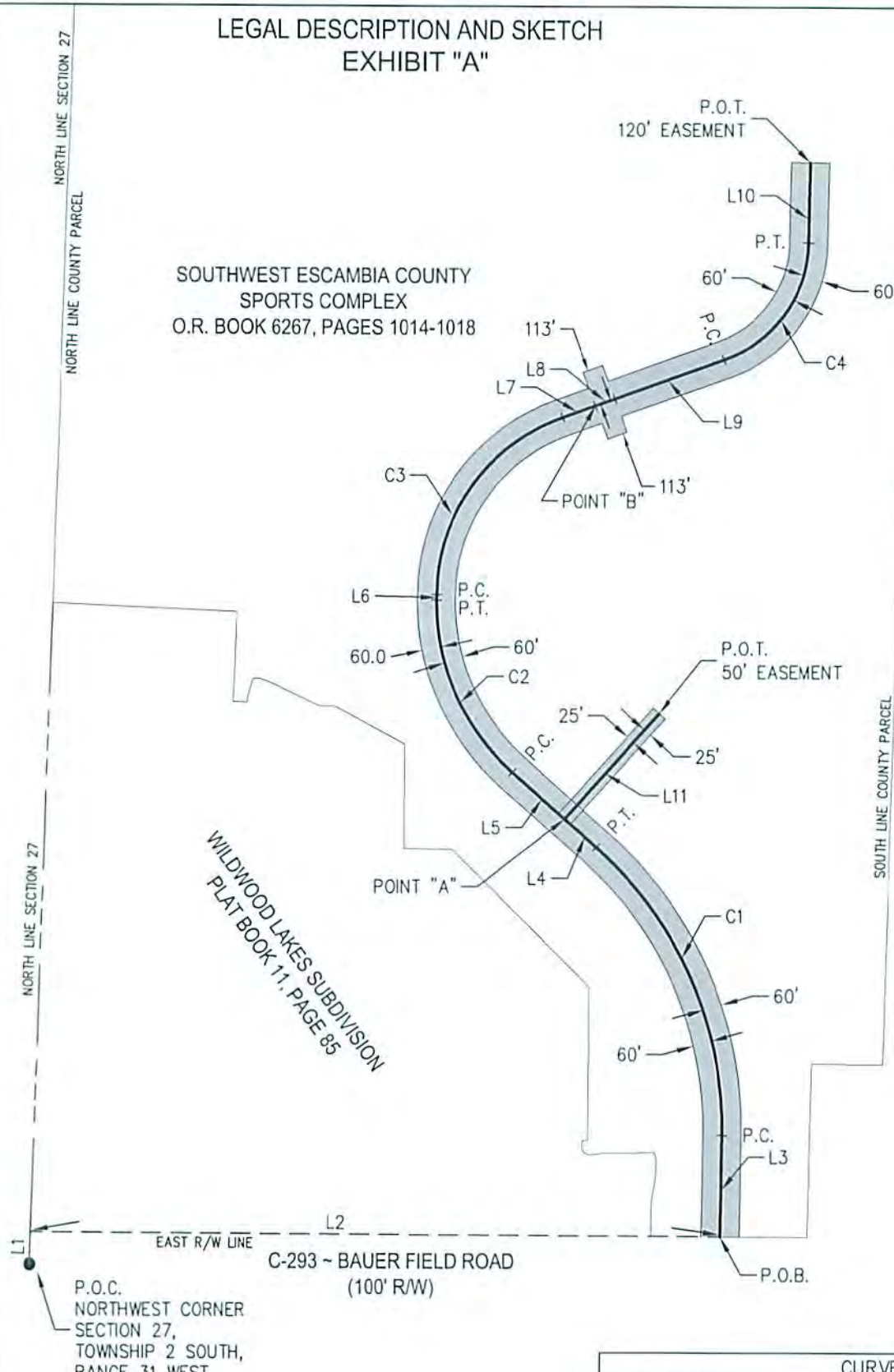
Map



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



SOUTHWEST ESCAMBIA COUNTY  
SPORTS COMPLEX  
O.R. BOOK 6267, PAGES 1014-1018



LEGEND  
 P.O.C. - POINT OF COMMENCEMENT  
 P.O.B. - POINT OF BEGINNING  
 P.C. - POINT OF CURVATURE  
 P.T. - POINT OF TANGENCY  
 P.O.T. - POINT OF TERMINUS  
 R/W - RIGHT-OF-WAY  
 O.R. - OFFICIAL RECORDS  
 [Shaded Area] - EASEMENT AREA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°00'16"E	100.25
L2	S00°12'17"W	2172.55
L3	S88°56'31"E	317.70
L4	N41°51'39"E	134.85
L5	N41°51'39"E	220.02
L6	S89°25'22"E	18.04
L7	S20°02'48"E	109.43
L8	S20°02'48"E	64.94
L9	S20°02'48"E	365.18
L10	S88°56'31"E	255.12
L11	S48°08'21"E	445.00

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	1190.00	49°11'50"	1021.80	N66°27'34"E	990.70
C2	716.00	48°42'59"	608.79	N66°13'08"E	590.61
C3	600.00	69°22'34"	726.50	S54°44'05"E	682.93
C4	400.00	68°53'43"	480.98	S54°29'40"E	452.52

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
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- 3) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 27, TOWNSHIP 2 SOUTH, RANGE 31 WEST AND A BOUNDARY SURVEY BY PITTMAN, GLAZE AND ASSOCIATES, DRAWING FILE NUMBER C-6039, DATED 12-04-08.
- 4) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 88°00'16" EAST ALONG THE NORTH LINE OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 31 WEST.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: C.S.R.	Project No.: 20110033
Survey Date:	Drawing No. L-4899
Drawing Date: 03/21/2011	Field Book: Page:
Section, Township, Range:	27, T-2-S, R-31-W
Type of Survey:	Sheet No. 1 of 2
LEGAL DESCRIPTION AND SKETCH	Date:
Revisions:	

ENGINEERING DEPARTMENT  
 ESCAMBIA COUNTY, FLORIDA  
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

*R. S. Colocato*  
 R.S. Colocato Professional Surveyor and Mapper No. 6049  
 The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Date: 03-28-11



**LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"**

Legal Description  
Utility Easement  
March 18, 2011

A 120-foot wide Utility Easement being in Section 27, Township 2 South, Range 31 West, Escambia County, Florida, said Easement lying 60 feet on each side of the following described centerline:

Commencing at the Northwest corner of Section 27, Township 2 South, Range 31 West, said Northwest corner being a 1-inch iron pipe located at the Northeast corner of O.L.F. Bronson Field as depicted on Florida Department of Transportation Right of Way Maps Section 48505-2601 - Sheet 2 of 4 and Section 48110-2506 - Sheet 1 of 2; thence go South 88°00'16" East along the North line of Section 27 for a distance of 100.25 feet to the East right-of-way line of C-293 (100' R/W); thence go South 00°12'17" West along said East right-of-way line for a distance of 2172.55 feet for the **Point of Beginning**; thence departing said East right-of-way line go South 88°56'31" East for a distance of 317.70 feet to the Point of Curvature of a circular curve concave to the Northwest having a radius of 1190.00 feet and a central angle of 49°11'50"; thence go in a Northeasterly direction along the arc of said curve for a distance of 1021.80 feet (Chord Bearing North 66°27'34" East ~ Chord 990.70 feet) to the Point of Tangency; thence go North 41°51'39" East for a distance of 134.85 feet to a point hereinafter referred to as "Point A"; thence continuing North 41°51'39" East for a distance of 220.02 feet to the Point of Curvature of a circular curve concave to the Southeast having a radius of 716.00 feet and a central angle of 48°42'59"; thence go in a Northeasterly direction along the arc of said curve for a distance of 608.79 feet (Chord Bearing North 66°13'08" East ~ Chord 590.61 feet) to the Point of Tangency; thence go South 89°25'22" East for a distance of 18.04 feet to the Point of Curvature of a circular curve concave to the Southwest having a radius of 600.00 feet and a central angle of 69°22'34"; thence go in a Southeasterly direction along the arc of said curve for a distance of 726.50 feet (Chord Bearing South 54°44'05" East ~ Chord 682.93 feet) to the Point of Tangency; thence go South 20°02'48" East for a distance of 109.43 feet to a point hereinafter referred to as Point "B"; thence go South 20°02'48" East for a distance of 430.12 feet to the Point of Curvature of a circular curve concave to the Northeast having a radius of 400.00 feet and a central angle of 68°53'43"; thence go in a Southeasterly direction along the arc of said curve for a distance of 480.98 feet (Chord Bearing South 54°29'40" East ~ Chord 452.52 feet) to the Point of Tangency; thence go South 88°56'31" East for a distance of 255.12 feet to the Point of Terminus.

AND ALSO:

A 50-foot wide Utility Easement lying 25 feet on each side of the following described centerline:  
Beginning at the aforementioned Point "A"; thence go South 48°08'21" East for a distance of 445.00 feet to the Point of Terminus of said 50-foot wide Utility Easement.

AND ALSO:

A 226-foot wide Utility Easement lying 113 feet on each side of the following described centerline:

Beginning at the aforementioned Point "B"; thence go South 20°02'48" East for a distance of 64.94 feet to the Point of Terminus of said 226-foot wide Utility Easement.

**LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY**

Drawn By: C.S.R.	Project No.: 20110033
Survey Date:	Drawing No. L-4899
Drawing Date: 03/21/2011	Field Book: Page:
Section, Township, Range:	27, T-2-S, R-31-W
Type of Survey:	Sheet No. 2 of 2
<b>LEGAL DESCRIPTION AND SKETCH</b>	
Revisions:	Date:

**ENGINEERING DEPARTMENT**  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.







This Legal Document  
Prepared by William Maudlin  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0093

**EASEMENT FOR ELECTRIC SERVICE**

WO# 38A12C (Bauer Road Sports Plex)  
TAX ID# 27-2S-31-1100-000-002  
& 27-2S-31-1100-001-001  
EN# 96378

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, FL 32502 (hereinafter "Grantor"), for and in consideration of the sum of One And 00/100 Dollars (\$1.00) in hand paid by Gulf Power Company, a Florida corporation (Grantee), whose address is One Energy Place, Pensacola, Florida 32520-0093, the receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground and/or overhead electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with the right to allow the attachment of utilities providing communication or related services, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in Escambia County, Florida, to-wit:

ATTACHED EXHIBIT "A"

for the transmission, distribution, supply and sale to the public for power, heat and light, together with all rights and privileges necessary or convenient for the full enjoyment and use thereof, including the right of ingress and egress to and from said lines and also the right to cut down, trim and chemically treat any trees and undergrowth within the easement areas or adjacent to said easement areas that may interfere with the safe operation of said lines.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

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

Attest: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
(Deputy Clerk)

(Seal)

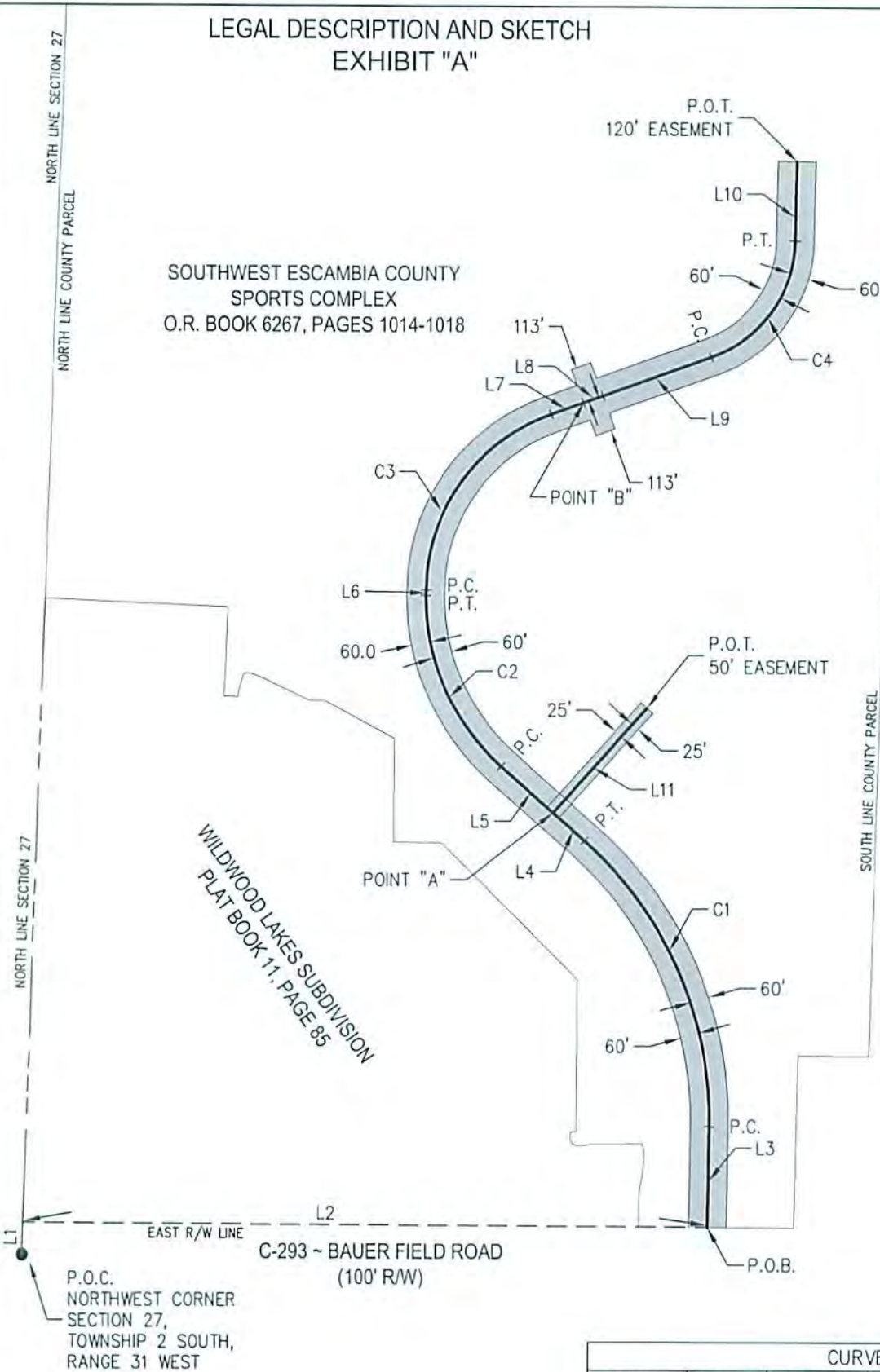
This document approved as to form and legal sufficiency.  
By SGM  
Title Escambia County Attorney  
Date April 28, 2011



LEGAL DESCRIPTION AND SKETCH  
EXHIBIT "A"



SOUTHWEST ESCAMBIA COUNTY  
SPORTS COMPLEX  
O.R. BOOK 6267, PAGES 1014-1018



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 - EASEMENT AREA

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Drawn By: C.S.R.	Project No.: 20110033
Survey Date:	Drawing No. L-4899
Drawing Date: 03/21/2011	Field Book: Page:
Section, Township, Range:	27, T-2-S, R-31-W
Type of Survey:	Sheet No. 1 of 2
LEGAL DESCRIPTION AND SKETCH	Date:
Revisions:	

ENGINEERING DEPARTMENT  
 ESCAMBIA COUNTY, FLORIDA  
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

*R. S. Colocato*  
 R.S. Colocato Professional Surveyor and Mapper No. 6049  
 The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Date: 03-28-11



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EXHIBIT "A"**

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Utility Easement  
March 18, 2011

A 120-foot wide Utility Easement being in Section 27, Township 2 South, Range 31 West, Escambia County, Florida, said Easement lying 60 feet on each side of the following described centerline:

Commencing at the Northwest corner of Section 27, Township 2 South, Range 31 West, said Northwest corner being a 1-inch iron pipe located at the Northeast corner of O.L.F. Bronson Field as depicted on Florida Department of Transportation Right of Way Maps Section 48505-2601 - Sheet 2 of 4 and Section 48110-2506 - Sheet 1 of 2; thence go South 88°00'16" East along the North line of Section 27 for a distance of 100.25 feet to the East right-of-way line of C-293 (100' R/W); thence go South 00°12'17" West along said East right-of-way line for a distance of 2172.55 feet for the **Point of Beginning**; thence departing said East right-of-way line go South 88°56'31" East for a distance of 317.70 feet to the Point of Curvature of a circular curve concave to the Northwest having a radius of 1190.00 feet and a central angle of 49°11'50"; thence go in a Northeasterly direction along the arc of said curve for a distance of 1021.80 feet (Chord Bearing North 66°27'34" East ~ Chord 990.70 feet) to the Point of Tangency; thence go North 41°51'39" East for a distance of 134.85 feet to a point hereinafter referred to as "Point "A"; thence continuing North 41°51'39" East for a distance of 220.02 feet to the Point of Curvature of a circular curve concave to the Southeast having a radius of 716.00 feet and a central angle of 48°42'59"; thence go in a Northeasterly direction along the arc of said curve for a distance of 608.79 feet (Chord Bearing North 66°13'08" East ~ Chord 590.61 feet) to the Point of Tangency; thence go South 89°25'22" East for a distance of 18.04 feet to the Point of Curvature of a circular curve concave to the Southwest having a radius of 600.00 feet and a central angle of 69°22'34"; thence go in a Southeasterly direction along the arc of said curve for a distance of 726.50 feet (Chord Bearing South 54°44'05" East ~ Chord 682.93 feet) to the Point of Tangency; thence go South 20°02'48" East for a distance of 109.43 feet to a point hereinafter referred to as Point "B"; thence go South 20°02'48" East for a distance of 430.12 feet to the Point of Curvature of a circular curve concave to the Northeast having a radius of 400.00 feet and a central angle of 68°53'43"; thence go in a Southeasterly direction along the arc of said curve for a distance of 480.98 feet (Chord Bearing South 54°29'40" East ~ Chord 452.52 feet) to the Point of Tangency; thence go South 88°56'31" East for a distance of 255.12 feet to the Point of Terminus.

AND ALSO:

A 50-foot wide Utility Easement lying 25 feet on each side of the following described centerline:  
Beginning at the aforementioned Point "A"; thence go South 48°08'21" East for a distance of 445.00 feet to the Point of Terminus of said 50-foot wide Utility Easement.

AND ALSO:

A 226-foot wide Utility Easement lying 113 feet on each side of the following described centerline:

Beginning at the aforementioned Point "B"; thence go South 20°02'48" East for a distance of 64.94 feet to the Point of Terminus of said 226-foot wide Utility Easement.

**LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY**

Drawn By: C.S.R.	Project No.: 20110033
Survey Date:	Drawing No. L-4899
Drawing Date: 03/21/2011	Field Book: Page:
Section, Township, Range:	27, T-2-S, R-31-W
Type of Survey:	Sheet No. 2 of 2
<b>LEGAL DESCRIPTION AND SKETCH</b>	
Revisions:	Date:

**ENGINEERING DEPARTMENT**  
ESCAMBIA COUNTY, FLORIDA  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

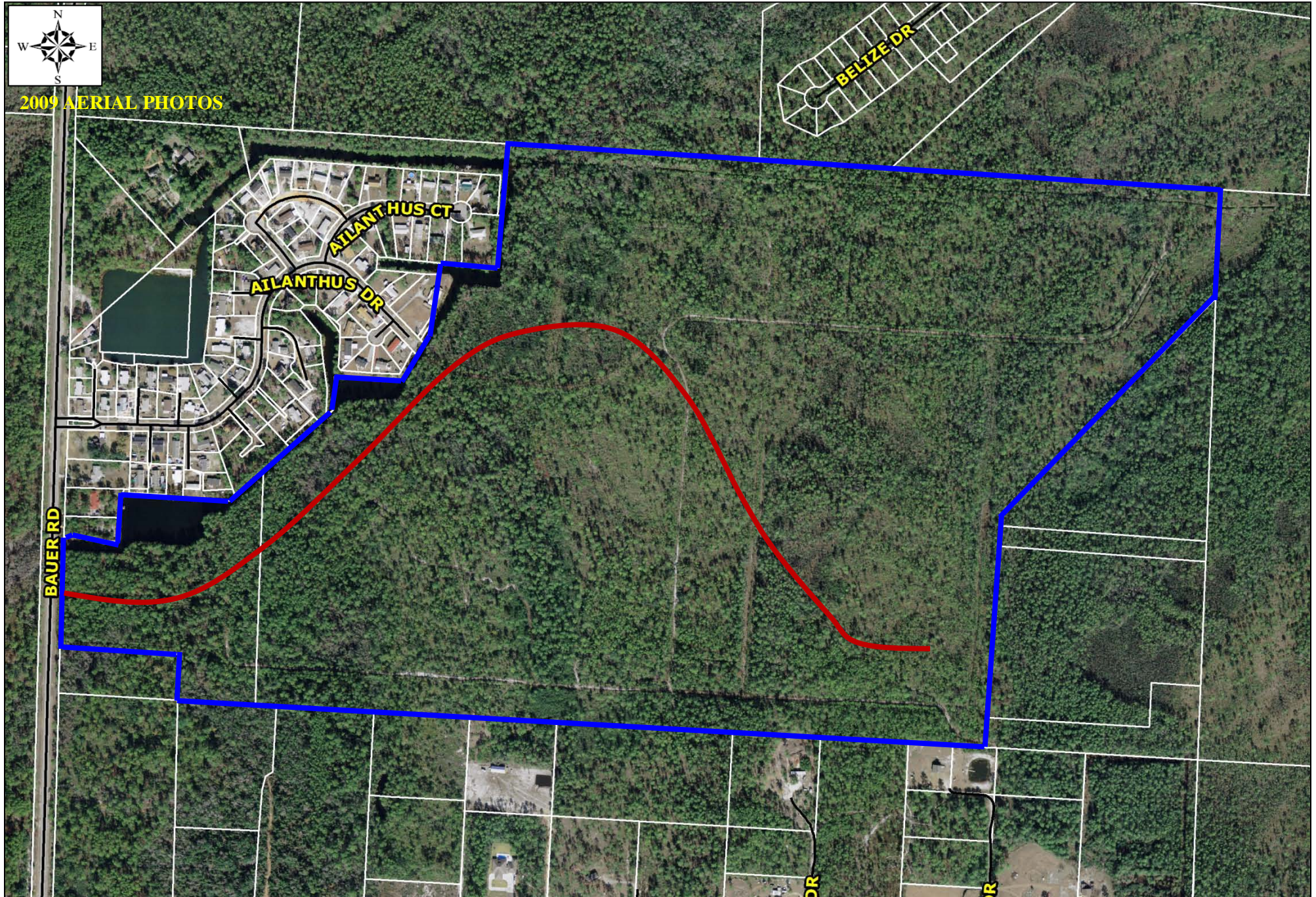
UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.





EXHIBIT "A"

PROPOSED UTILITY EASEMENT TO GULF POWER / SOUTHWEST ESCAMBIA SPORTS COMPLEX



ESCAMBIA COUNTY  
PUBLIC WORKS BUREAU  
LWG 04/15/11 DISTRICT 2

-  COUNTY PROPERTY / SOUTHWEST ESCAMBIA SPORTS COMPLEX
-  APPROXIMATE LOCATION OF PROPOSED UTILITY EASEMENT





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

**AI-828**

**County Administrator's Report Item #: 11. 29.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/19/2011

**Issue:** Escambia County's Natural Resource Damage Assessment (NRDA) Projects

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning Escambia County's Natural Resource Damage Assessment (NRDA) Projects - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Escambia County's Natural Resource Damage Assessment (NRDA) projects which represent local priorities to restore the public's natural resources as a result of the April 20, 2010, Deepwater Horizon Oil Spill:

A. Approve the following 11 Natural Resource Damage Assessment (NRDA) projects at a projected cost of \$72,710,000:

Project	Description	Projected Costs
Perdido Key Beach Nourishment	Cost to construct updated April 26, 2011	\$16,600,000
Pensacola Beach Renourishment	Cost to construct updated April 26, 2011	\$23,100,000
Oyster Reef/Emergent Marsh Restoration	Project Greenshores, Phase 3	\$2,000,000
Oyster Reef/Emergent Marsh Restoration	Bayou Grande oyster reef/marsh restoration	\$2,000,000
Artificial Reef projects	Up to 22 separate reefs; may include reefing of a large ship	\$10,000,000
Shorebird Habitat Restoration	Santa Rosa Island preserve area	\$600,000
Dune Restoration	Amenity beaches at Perdido Key and Pensacola Beach	\$500,000
Land Acquisition - Perdido Key	Land acquisition costs (\$14 M); site development 100 parking spaces plus bathhouse (\$3 M)	\$17,000,000

Marine Turtle Monitoring and Population Restoration	Education, light retrofit program, enhanced monitoring and enforcement	\$500,000
Dune Walkovers at Perdido Key Public Access Points		\$210,000
Water Quality, Benthic Invertebrate, Fish Monitoring		\$200,000; and

B. Authorize the Chairman to submit the list of projects to the State of Florida Trustees for potential funding.

**BACKGROUND:**

On April 20, 2010, an explosion occurred on BP American Production Company's leased mobile offshore drilling unit Deepwater Horizon. The explosion killed 11 men working on the platform. This oil flowed approximately three months resulting in the largest oil spill in U.S. waters with approximately 4.9 million barrels of crude oil entering the Gulf of Mexico. Clean up operation on Escambia County beaches has resulted in the recovery of approximately 2.4 million pounds of oil to date.

The Natural Resource Damage Assessment (NRDA) process, as outlined in the Oil Pollution Act of 1990, has been initiated and is intended to provide the framework for the following goals: (1) Determine injuries to or lost use of the public's natural resources, (2) Determine appropriate compensation and type of restoration needed to offset public losses, and (3) "Make the public whole."

The 11 NRDA projects represent local priorities for the first release of monies to fund projects. Although additional funding is expected over time, it is not known what the scale of additional funds will be.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Community & Environment Department staff will provide project management.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board's adopted Comprehensive Plan goal to "properly manage and conserve the important natural resources of the County. . ."

**IMPLEMENTATION/COORDINATION:**

Community & Environment Department will coordinate with the Florida Department of Environmental Protection and other appropriate state and federal agencies.

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

**AI-842**

**County Administrator's Report Item #: 11. 30.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/19/2011

**Issue:** Allocation of Funding to WSRE on behalf of the Pensacola Archeological Society

**From:** Commissioner Grover C. Robinson, IV

**Organization:** Board of County Commissioners

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Allocation of Funding to WSRE on Behalf of the Pensacola Archaeological Society – Charles R. “Randy” Oliver, County Administrator

That the Board take the following action concerning the allocation of funding to WSRE on behalf of the Pensacola Archaeological Society, as recommended from the Tourist Development Council and requested by Commissioner Grover C. Robinson, IV:

- A. Allocate \$25,000 to WSRE on behalf of the Pensacola Archaeological Society for the purpose of filming A Visit with Bernando de Galvez.
- B. Approve the Miscellaneous Appropriations Agreement subject to legal sign-off.

**BACKGROUND:**

On May 3, 2011, the Tourist Development Council met to distribute funds granted from BP. The TDC felt that the request from the Archaeological Society was worthy of funding consideration but was not in keeping with the spirit of the agreement with BP. They therefore unanimously asked that the Board of County Commissioners consider this funding request from the 4th Cent Tourist Development Tax.

**BUDGETARY IMPACT:**

There is approximately \$500,000 in the reserves for the 4th Cent Tourist Development Tax. This Board action will reduce the reserves by \$25,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

AI-837

County Administrator's Report Item #: 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 05/19/2011

Issue: Fire MSBU Fee Discussion

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

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**Information**

**RECOMMENDATION:**

Discussion Concerning Fire Municipal Services Benefit Unit Fee - Charles R. "Randy" Oliver, County Administrator

(BACKUP TO BE DISTRIBUTED UNDER SEPARTE COVER)

**BACKGROUND:**

**BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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

**AI-798** County Administrator's Report Item #: 11. 2.  
**BCC Regular Meeting** Discussion  
**Meeting Date:** 05/19/2011  
**Issue:** Supplemental Budget Amendment #196, BP Oil Grant  
**From:** Amy Lovoy  
**Organization:** OMB  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #196 - BP Oil Grant, Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action:

A. Adopt the Resolution approving Supplemental Budget Amendment #196, Tourist Promotion Fund (108) in the amount of \$4,384,830, recognizing proceeds from a BP Grant and appropriating these funds for tourism activities; and

B. Approve the following allocations as recommended by the Tourist Development Council:

DeLuna Fest - \$546,342.50  
MWP Pensacola Events (Memorial Day Events)- \$36,000  
City of Pensacola Community Redevelopment Agency (Pelican Drop)- \$25,000  
Pensacola Mardi Gras - \$120,000  
Pensacola Big Game Fishing Club - \$6,000  
Fiesta of Five Flags (Seafood Festival)- \$16,000  
Pensacola Beach Chamber of Commerce (Taste of the Beach)- \$26,000  
Pensacola Songwriters' Festival - \$25,000  
Pensacola Area Chamber of Commerce - \$2,463,699  
Perdido Key Chamber of Commerce - \$940,084.75  
Pensacola Sports Association - \$180,703.75

C. Approve the necessary Miscellaneous Appropriations Agreements, Interlocal Agreements and Purchase Orders subject to Legal sign-off.

**BACKGROUND:**

On April 21, 2011 the Board ratified an agreement between and Florida's Coastal Northwest Communications Council and BP. This agreement granted Escambia County \$4,384,830 and must be spent as follows:

- Incentivized Travel - \$1,100,000
- Special Events - \$750,000
- Social Media - \$200,000



- Public Relations and Promotions - \$300,000
- Advertising - \$2,034,830

On May 3, 2011 the Tourist Development Council met and recommended allocations for this funding as shown above and further detailed in the attached spreadsheet.

**BUDGETARY IMPACT:**

See Above.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Agreements subject to Legal sign-off

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

011sa196

BP Tourism Allocation

BP Spending Plan



**Tourist Development Council Budget Proposals for BP Funds:**

	<b>Funding Request:</b>	<b>TDC Approved Request:</b>	<b>Special Events</b>	<b>Social Media</b>	<b>Public Relations</b>	<b>Advertising</b>	<b>Vouchers</b>
<b>1</b> DELUNA FEST	\$1,000,000.00	\$546,342.50	\$365,342.50	\$20,000.00	\$0.00	\$161,000.00	
<b>7</b> MWP PENSACOLA EVENTS, LLC (Memorial Day Weekend Events)	200,000.00	36,000.00				36,000.00	
<b>9</b> CRA/CITY OF PENSACOLA (PELICAN DROP)	150,000.00	25,000.00	25,000.00				
<b>10</b> PENSACOLA MARDI GRAS	150,000.00	120,000.00	90,000.00			30,000.00	
<b>14</b> PENSACOLA BIG GAME FISHING CLUB	6,000.00	6,000.00				6,000.00	
<b>15</b> FIESTA OF FIVE FLAGS	100,000.00	16,000.00				16,000.00	
<b>21</b> PENSACOLA BEACH CHAMBER OF COMMERCE	250,000.00	26,000.00				26,000.00	
<b>23</b> PENSACOLA SONGWRITERS FESTIVAL	133,800.00	25,000.00				25,000.00	
<b>36</b> PENSACOLA CHAMBER OF COMMERCE (VISIT PENSACOLA)	2,763,699.00	2,463,699.00		100,000.00	267,000.00	1,510,999.00	585,700.00
<b>37</b> PERDIDO KEY CHAMBER & VISITORS CENTER	991,131.00	940,084.75	88,953.75	80,000.00	33,000.00	223,831.00	514,300.00
<b>38</b> PENSACOLA SPORTS ASSOCIATION	211,750.00	180,703.75	180,703.75				
<b>TOTAL:</b>	<b>\$5,956,380.00</b>	<b>\$4,384,830.00</b>	<b>\$750,000.00</b>	<b>\$200,000.00</b>	<b>\$300,000.00</b>	<b>\$2,034,830.00</b>	<b>\$1,100,000.00</b>
<b>BP Funds Available:</b>	<b>\$4,384,830.00</b>	<b>\$4,384,830.00</b>					

## **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

- Increase participation, attendance and/or registrations for existing events
- Increase tourism development tax collections during the event periods
  
- Special Events Tactics
  - Targeted advertising promoting special events
  - Public relations – press releases, story pitches, FAM tours
  - Social media promotion
  
- Sports Events Evaluation
  - Track registrations and spectators for promoted events
  - Track Web site visits and social media chatter
  - 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
  - Increase attendance at existing events and increase number of repeat travelers and new visitors over 2009
  - Engage travelers with information on area events, promotions and opportunities
  - Generate leads to destination travel websites for more information and increase visitor guide request
  - Generate registrations for incentivized travel programs and increase database of travelers for future promotion
  - Increase tourism development tax collections over 2009 numbers
  
- Social Media Tactics
  - 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
  - Twitter—2-3x daily updates posted: events/promotions/weather/facts
  - YouTube—regular updates and re-posts immediately as videos are available
  - FourSquare – location based promotions
  
- Social Media Evaluation
  - Track increased fans on Facebook, followers on Twitter and subscribers for YouTube and destination blogs
  - Track Web site traffic from all social media venues
  - Track incentivized travel redemption during promoted events via “How did you hear about us?”
  - Track monthly active user on Facebook and Twitter re-posts
  - Track Facebook, Twitter and YouTube wall posts and comments weekly, track FourSquare check-ins and tips

- Track Facebook, Twitter and YouTube number of visitors per week
- 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
  - Generate positive stories in the national media that our beaches are beautiful and our water is clear
  - Develop promotions that help increase spring and summer travel to the Pensacola Bay Area
- Public Relations and Promotions Tactics
  - Host journalists in the Pensacola Bay Area on media familiarization or "tam" trips and visit media contacts in targeted cities bringing the Pensacola story to them.
  - Invite/accommodate the more than 100 journalists who interviewed industry representatives following the oil spill to return for a follow-up story
  - Implement select promotions designed to increase visitation in the spring and summer season
- Public Relations and Promotions Evaluation
  - Track media coverage of the Pensacola Bay Area (exceed \$6 million in ad equivalency during campaign)
  - Track response to promotions
  - 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**

- Television - \$1,250,000
- Interactive - \$633,000
- Print - \$151,830

- Advertising Objectives
  - Generate inquiries and requests for a visitor guide as well as visits to Pensacola travel websites
  - Generate registrations for incentivized travel programs
  - Increase visitation 15% over 2009 numbers
- Advertising Tactics
  - Television, Interactive and Print Media
- Advertising Evaluation
  - Tracking advertising generated leads



- Tracking interactive advertising engagement, click-thru and response
- Tracking Web traffic from markets targeted in television campaigns
- Track tourism industry tax collections

Total Budgeted Amount - **\$4,384,830**



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

**AI-850**

**County Administrator's Report Item #: 11. 3.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 05/19/2011

**Issue:** Purchase Order to Reimburse Perdido Key Chamber of Commerce for Re-Entry Decals

**From:** Gene M. Valentino, Commissioner, District 2

**Organization:** Board of County Commissioners

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Approval of a Purchase Order to Reimburse Perdido Key Chamber of Commerce, Inc., for the Purchase of Re-Entry Decals - Gene M. Valentino, Commissioner, District 2

That the Board approve a Purchase Order, in the amount of \$1,326.96, to cover the cost of re-entry decals for Perdido Key residents, to be paid from the General Fund (001), Cost Center 110201, Account #58201.

**BACKGROUND:**

Perdido Key Chamber of Commerce, Inc., is notifying business and property owners of Perdido Key outlining re-entry issues concerning the Perdido Key area. Following Hurricane Ivan Escambia County adopted re-entry procedures for Perdido Key. Colored decals are used to expedite access to the Key for residents, businesses, lessees, government workers and contractors in the event the Key is evacuated and restricted re-entry is established. The Perdido Key Area Chamber of Commerce, Inc., will purchase the decals and distribute them.

**BUDGETARY IMPACT:**

Funds are available in the FY 2010/11 Budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A





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

AI-819

County Attorney's Report Item #: 11. 1.

BCC Regular Meeting

Action

Meeting Date: 05/19/2011

Issue: Cancellation of Judgment Lien Against Juanita Tomblin for Code Enforcement Civil Penalty

From: Stephen G. West, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Cancellation of the Judgment Lien Against Juanita Tomblin for Code Enforcement Civil Penalty

That the Board:

A. Authorize the cancellation of the judgment lien against Juanita Tomblin for a code enforcement civil penalty, recorded in Official Record Book 6707 at pages 1096 and 1097 of the public records of Escambia County.

B. Authorize payment of the incidental expenses associated with recording the cancellation of the judgment lien in the public records.

**BACKGROUND:**

On January 27, 2011, Code Enforcement issued a citation to Juanita Tomblin for violations (overgrowth, trash, and debris) existing on property located on the 400 Block of North Green Street. The property is owned by a corporation, Whispering Oaks, Inc., in which Ms. Tomblin was at one time a stockholder and officer. (The mailing address listed in the account for this property in the Property Appraiser and Tax Collector's databases shows Whispering Oaks, Inc., c/o Juanita Tomblin, 704 Lakewood Road, Pensacola, FL 32507.) As such, the corporation should have been named as the defendant in the citation, but Code Enforcement named Ms. Tomblin as a defendant instead, mistakenly believing that citations could not be issued to a corporation. Additionally, and more significantly, Ms. Tomblin had been dead for nearly a year before the citation was issued, so she could not have been reasonably regarded as the owner of the property or the violator in the code enforcement action.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Issue reviewed by Stephen G. West, Assistant County Attorney

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-780** **County Attorney's Report** **Item #: 11. 1.**  
**BCC Regular Meeting** **Information**

**Meeting Date:** 05/19/2011

**Issue:** Escambia County, Florida v. Local Union 1395, Amalgamated Transit Union, AFL-CIO (Case No. 2011 CA 000077)

**From:** Charles V. Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning *Escambia County, Florida v. Local Union 1395, Amalgamated Transit Union, AFL-CIO* (Case No. 2011 CA 000077)

That the Board accept the attached information concerning *Escambia County, Florida v. Local Union 1395, Amalgamated Transit Union, AFL-CIO* (Case No. 2011 CA 000077).

A hearing was held on April 18, 2011 before the Honorable Paul Rasmussen, Circuit Judge of the Escambia County Circuit Court, on the County's Petition for Enforcement of the Public Employees Relations Commission Order awarding the County \$29,759.05 in attorney's fees and costs against Local Union 1395, Amalgamated Transit Union, AFL-CIO. Local 1395 did not file a response to the Petition and a default was entered against it. The default means that Local 1395 has admitted all the allegations of the Petition for Enforcement and waived any defenses it may have had.

Judge Rasmussen entered the attached Order finding that the County was entitled to pre-judgment interest since September 29, 2009 when the administrative law judge made the finding that the unfair labor practices charges being pursued by Local 1395 were frivolous and unjustified, which gave the County the right to obtain reimbursement of its attorneys fees. Judge Rasmussen entered the Order on April 26, 2011 and gave Local 1395, forty-five days from that date, which is June 10, to pay the award of attorney's fees together with pre-judgment interest and any interest accruing since April 26. Should Local 1395 not make payment by June 10th, then the County can pursue contempt proceedings against it.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**



N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Order

wp

IN THE CIRCUIT COURT OF  
THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA, a  
political subdivision of the State of Florida,

Petitioner,

v.

LOCAL UNION 1395, AMALGAMATED  
TRANSIT UNION, AFL-CIO,

Respondent.

Case No.: 2011 CA 000077  
Division: J

**ORDER GRANTING PETITION FOR ENFORCEMENT OF PUBLIC  
EMPLOYEES RELATIONS COMMISSION FINAL ORDER**

UPON CONSIDERATION of Petitioner, Escambia County, Florida's *Petition for Enforcement* of a Final Order entered by the Public Employees Relations Commission (PERC) dated January 5, 2010 finding that Local Union 1395, Amalgamated Transit Union, AFL-CIO is required to pay Escambia County \$29,759.05 in attorney's fees and costs, **IT IS ADJUDGED** that:

**FINDINGS OF FACT**

1. Local Union 1395, Amalgamated Transit Union, AFL-CIO (Local 1395) is an employer organization and has admitted liability for all well-pleaded allegations in the *Petition for Enforcement* filed against it through the entry of a default by the Clerk.

2. Section 447.5035, Fla. Stat. provides that in the case of failure by an employee organization to comply with any order of PERC, any circuit court of the State of Florida shall have jurisdiction to enforce the order pursuant to the provisions of Section 120.69, Fla. Stat.

3. Local 1395 has failed to comply with the PERC Order dated January 5, 2010 despite demand by Escambia County.

4. County is entitled to permanent equitable relief to require Local 1395 to pay the PERC order of January 5, 2010 in full in the sum of \$29,759.05 with interest accruing since September 29, 2009, the date that the hearing officer determined that County was entitled to payment of attorney's fees and costs due to the frivolous unfair labor practice charges filed and pursued by Local 1395.

5. By its default, Local 1395 has admitted that it is liable for taxable costs and any other remedy or relief provided by Section 120.69(2), Fla. Stat. The Court finds that taxable costs to be awarded to Escambia County are \$553.00 which are filing and service of process fees.

6. The Court finds that this Order granting the petition for enforcement may be enforced by the contempt powers of the Court pursuant to the authority of *Town of Pembroke Park v. State, ex rel. Healy*, 446 So. 2d 198 (Fla. 4th DCA 1984) and Section 120.69(4)(c), Fla. Stat.

**IT IS THEREFORE ORDERED that:**

1. The Petition for Enforcement is hereby granted in favor of Escambia County, Florida.

2. Local 1395, Amalgamated Transit Union, AFL-CIO, 3300 N. Pace Boulevard, Suite 309, Pensacola, FL 32505, shall pay to Escambia County, 221 Palafox Place, Pensacola, FL 32502, within forty-five (45) days of the date of this order the sum of \$29,759.05 together with pre-judgment interest which has been accruing since September 29, 2009 through April 21, 2011 in the sum of \$2,927.92 and any interest

accruing at the statutory rate subsequent to the date of this Order until paid and taxable costs in the sum of \$553.00.

3. The Court reserves jurisdiction to enforce this Order with its powers of equitable relief and contempt as necessary upon hearing and notice as to compliance or lack of compliance with this Order.

**DONE AND ORDERED** in Chambers, Pensacola, Escambia County, Florida this 26 day of April, 2011.

PAUL A. RASMUSSEN

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Honorable Paul A. Rasmussen, Circuit Court Judge

cc: Charles V. Pepler, Deputy County Attorney  
Michael A. Lowery, President/Business Agent