

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 – August 18, 2011 – 5:30 p.m.
Governmental Complex – First Floor

1. Call to Order.

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

2. Invocation – Commissioner Robinson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation congratulating the Bellview Assembly of God Church on its 50th Anniversary of ministry in the community; and

B. The Proclamation proclaiming October 29, 2011, as "Wonderful Wacky Women Day" in Escambia.

7. Written Communication:

- A. July 18, 2011 - Communication from Sally Bussell Fox, Emmanuel, Sheppard & Condon, representing Community Enterprise Investments, Inc., requesting that the Board release property located at 909 North "P" Street from a Code Enforcement Lien.

Recommendation: That the Board review and consider lien relief request made by Community Enterprise Investments, Inc., against property located at 909 North "P" Street.

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

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

Community Enterprise Investments, Inc., has no other recourse but to appeal before the Board under Written Communication.

- B. July 20, 2011 - Communication from Charles L. Hoffman, Jr., Shell, Fleming, Davis & Menge, representing Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown, requesting that the Board forgive a Code Enforcement Lien against property located at 1810 West Bobe Street.

Recommendation: That the Board review and consider lien relief request made by Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown against property located at 1810 West Bobe Street.

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

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

The owners have no other recourse but to appeal before the Board under Written Communication.

- C. July 22, 2011 - Email communication from Don Brantley requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 2400 Block Johnson Avenue.

Recommendation: That the Board review and consider lien relief request made by Donald Brantley against property located at 2400 Block Johnson Avenue.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

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

Due to extenuating circumstances, Mr. Donald Brantley has made a request to be placed on the August 4, 2011, Board of County Commissioner’s Meeting, under Written Communication.

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. 5:31 p.m. Public Hearing concerning the application and the proposed use of "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation" funds.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation":

A. Ratify the scheduling of the August 18, 2011, 5:31 p.m. Public Hearing, for the purpose of soliciting public comment on the proposed use of "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation" funds received from the United States Department of Justice; and

B. Approve the Application and the proposed use of "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation" funds as follows: Escambia County Sheriff's Office - to include salaries for helicopter operations and law enforcement equipment support purchases; total estimated amount of funds for Escambia County, Florida, is \$173,718.

10. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W) at the August 11, 2011, C/W Workshop:

A. Take the following action concerning the Escambia County Transit Development Plan (C/W Item 3):

(1) Approve to proceed with the following four items, as outlined on Pages 20 through 23 of the PowerPoint Presentation, entitled, "Escambia County Transit Development Plan," to include coordination with major employers in the Evaluation and Action Plan:

- (a) Actual Performance vs. Standards
- (b) Decision Matrix
- (c) Evaluation and Action Plan
- (d) Ten-Year Program of Improvements

(2) Authorize the Chairman to send a letter to the Mayor of Pensacola and the Pensacola City Council concerning bus bench and bus shelter advertising, and revenues generated thereby, bringing all bus stops into compliance with the Americans with Disabilities Act (ADA) standards, and restoring the City's funding contribution to the mass transit system;

B. Take the following action concerning the Fire Training Center Partnership Proposal Presentation (C/W Item 4):

(1) Approve establishing an Agreement between Escambia County and

Ascend;

(2) Approve the transfer of ownership of the property to Escambia County;

(3) Direct staff to find sources of additional funding and to "evaluate where funding is"; the current budget is \$817,492.10; early estimates of additional funding needed is \$3,500,000.00 to \$3,750, 000.00, and

(4) Authorize staff to initiate the Request for Proposals (RFP) process for the hiring of a design and engineering team;

C. Approve delaying any action concerning the options outlined in the PowerPoint Presentation, entitled, "Borrow Pits," until after the court case has been settled on the (Orange Blossom Trail) pit that is under the "cease and desist" (order issued by the Code Enforcement Special Magistrate on July 5, 2011 [C/W Item 5]); and

D. Approve requesting the Supervisor of Elections to place a Referendum question on the ballot for the 2012 Presidential Preference Primary concerning the Board of County Commissioners' Economic Ad Valorem Tax Exemption authority (C/W Item 6).

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

A. Payroll Expenditure for Pay Date August 5, 2011, in the amount of \$2,121,901.00;

B. The following two Disbursement of Funds:

(1) July 28, 2011, to August 3, 2011, in the amount of \$10,561,386.76; and

(2) August 4, 2011, to August 10, 2011, in the amount of \$6,891,198.78;

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

D. The Budget Comparison Reports for the first ten months, or 83%, of Fiscal Year 2010-2011, as follows:

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

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

2. Recommendation Concerning Approval of the Minutes of the Quarterly Meeting of the County Investment Advisory Committee held April 29, 2011, and Amendments to the Escambia County, Florida, Investment Policy

That the Board take the following action concerning County Investment Advisory Committee (CIAC) Minutes and the Escambia County, Florida, Investment Policy:

A. Approve the Minutes of the Quarterly Meeting of the CIAC held April 29, 2011, as prepared by Doris Harris, Clerk to the Board's Office, and approved by the CIAC on July 29, 2011; and

B. Approve the following two amendments to the Escambia County, Florida, Investment Policy, as recommended by the CIAC on July 29, 2011:

(1) Amend Section XII.G.1., Page 12, as follows:

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

G. Corporate Notes

1. Purchase Authorization

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum "~~Aa~~" "A" by Moody's and a minimum long term debt rating of "~~AA~~" "A" by Standard & Poor's. In addition, corporate obligations allowed are corporate obligations issued by financial institutions that participate in the FDIC's Temporary Liquidity Guarantee Program and are fully insured by the FDIC and are guaranteed by the full faith and credit of the United States Government.; and

(2) Amend Section XIV B., Page 15, as follows, to allow for market driven options to the benchmarks used for the long-term portfolio:

XIV. PERFORMANCE MEASUREMENTS

B. The long-term investment portfolio shall be designed with the annual objective of achieving a comparable return to the Merrill Lynch 1-3 Year Treasury Index or an appropriate index. The appropriate index will have a duration and asset mix that approximates the portfolio and will be utilized as a benchmark to be compared to the portfolio's total rate of return. ~~The Merrill Lynch 1-3 Year Treasury Index represents all U.S. Treasury securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the County.~~

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

That the Board accept, for filing with the Board's Minutes, the following two documents concerning the State of Florida Department of Community Affairs Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms), as approved by the Board on January 7, 2010:

A. Modification Number 02 to Subgrant Agreement Between the Department of Community Affairs and Escambia County, as executed by the Chairman on May 31, 2011, and received in the Clerk to the Board's Office on August 9, 2011; and

B. Attachment K Department of Community Affairs Florida Small Cities Community Development Block Grant, Disaster Recovery and Neighborhood Stabilization Programs Signature Authority Form, as executed by the Chairman on July 28, 2011, and received in the Clerk to the Board's office on July 29, 2011.

4. 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 August 4, 2011; and

B. Approve the Minutes of the Regular Board Meeting held August 4, 2011.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

Thursday September 1, 2011

1. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Case that was rescheduled by the Board of County Commissioners to be heard on September 1, 2011.

Case No.:	Z-2011-13
Location:	9015 Fowler Ave
Property Reference No.:	10-1S-30-1101-124-002
Property Size:	.96 (+/-) acres
From:	R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	5
Requested by:	Wiley C. "Buddy" Page, Agent for Charles Holt, Owner
Planning board Recommendation:	Denial
Speakers:	Wiley C. "Buddy" Page, Agent Charles Holt, Owner Clifton Arnold Gwen Butler

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

2. Recommendation Concerning the Reappointment of John H. Matthews to the Contractor Competency Board - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board reappoint John H. Matthews as a lay person to the Escambia County Contractor Competency Board, to serve a three-year term effective June 7, 2010, to June 6, 2013.

3. Recommendation Concerning the Requests for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the two Requests for Disposition of Property Forms for the Corrections Department, Road Prison Division for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

4. Recommendation Concerning West Florida Public Library Board of Trustees Reappointment - Marilyn D. Wesley, Community Affairs Department Director

That the Board reappoint Alexa Canady, M.D., to the West Florida Public Library Board of Trustees, for another four-year term, effective August 16, 2011, through August 15, 2015.

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

That the Board approve the five Request for Disposition of Property Forms, indicating 17 items, which are described and listed on the Request Forms, with reasons for disposition stated.

The surplus property listed on the Request for Disposition of Property Forms has been checked and declared surplus to be sold or disposed of as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

6. Recommendation Concerning Scheduling a Public Hearing to Consider the Petition to Vacate a Portion of Rawson Lane - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board schedule a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a Portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.

Pensacola Christian College, Inc., (PCC) owns the majority of the property abutting both sides of the portion of Rawson Lane, lying north of Brent Lane and south of Airport Boulevard. Rawson Lane is a paved County-maintained road (R/W varies). PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans.

PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres) lying north of Brent Lane and south of St. Eusebia Street as shown on attached Exhibit "A". Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

7. Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the three Requests for Disposition of Property Forms for the Solid Waste Management Department for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

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

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

9. Recommendation Concerning Properties Located on Frontera Circle - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning properties located on Frontera Circle within the Brownsville Redevelopment Area (CRA):

A. Authorize the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and

B. Authorize staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101]

10. Recommendation Concerning a 5:31 p.m. Public Hearing Request for the Windsong Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize a Public Hearing for the establishment of a street lighting Municipal Services Benefit Unit (MSBU) on September 1, 2011, at 5:31 p.m., to consider the adoption of an Ordinance creating the Windsong Street Lighting MSBU.

11. Recommendation Concerning Escambia County Value Adjustment Board Reappointment - Charles R. "Randy" Oliver, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and approve reappointing Charles C. Sherrill, Jr., to the Escambia County Value Adjustment Board (VAB) to serve another one-year term, effective September 1, 2011, through August 31, 2012.

12. Recommendation Concerning Extension of the 2011 Ad Valorem Tax Roll - Charles R. "Randy" Oliver, County Administrator

That the Board approve extending the 2011 Ad Valorem Tax Roll prior to completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

13. Recommendation Concerning the Request for Disposition of Property for the Santa Rosa Island Authority - Jayne Bell, SRIA, Director of Administration

That the Board approve the Request for Disposition of Property Form for the Santa Rosa Island Authority, for unusable computer equipment from the Bob Sikes Toll Bridge Facility, for the property listed on the Disposition Form (Dell Powervault Tape Library and Dell Precision workstation). These items are no longer functional and are eligible for recycling.

14. Recommendation Concerning the Conveyance of Utility Easement to Emerald Coast Utilities Authority (ECUA) Relative to Acceptance of Final Plat of Robert's Ridge Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a 25-foot-wide Utility Easement (approximately 14,825.41 square feet or 0.34 acres) to Emerald Coast Utilities Authority (ECUA) relative to acceptance of the Final Plat of Robert's Ridge Subdivision;

A. Approve granting a 25-foot-wide Utility Easement (approximately 14,825.41 square feet or 0.34 acres) to Emerald Coast Utilities Authority (ECUA), across a dedicated and County-maintained retention pond parcel in Forest Creek Phase I Subdivision, as recorded in Plat Book 15, at Page 15, of the Public Records of Escambia County, Florida;

B. Approve extending the time for developer's submittal of the Emerald Coast Utilities Authority (ECUA) acceptance letter, relative to the Final Plat of Robert's Ridge Subdivision, from 30 days, as approved by the Board of County Commissioners on August 4, 2011, until the recording of the Utility Easement to ECUA and receipt of the ECUA acceptance letter; and

C. Authorize the Chairman to sign all necessary documents, subject to Legal review and sign-off, granting a Utility Easement to Emerald Coast Utilities Authority (ECUA).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #259 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #259, Other Grants and Projects Fund (110) in the amount of \$35,576, to recognize Grant funds from the Department of State, Federal Election Activities, and to appropriate these funds for election-related activities in Escambia County.

2. Recommendation Concerning Supplemental Budget Amendment #263 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #263, State Housing Initiatives Partnership (SHIP) Fund (120) in the amount of (\$2,125,000), to recognize a decrease in anticipated 2011 SHIP revenues, and to appropriate this decrease in funding into the current year's Budget allocations.

3. Recommendation Concerning Supplemental Budget Amendment #264 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #264, State Housing Initiatives Partnership (SHIP) Fund (120) and the General Fund (001) in the amount of \$453,614, to recognize proceeds from the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support Grant-funded affordable housing activities in Escambia County and the City of Pensacola.

4. Recommendation Concerning Supplemental Budget Amendment #265 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #265, General Fund (001) in the amount of \$22,373, to recognize automobile insurance reimbursements, and to appropriate these funds back into the Sheriff's Operating Budget for vehicle repairs.

5. Recommendation Concerning Supplemental Budget Amendment #271 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #271, Transportation Trust Fund (175) in the amount of \$3,685, to recognize an insurance reimbursement for equipment damage and repairs to traffic and pedestrian signals at various locations throughout the County, and to appropriate these funds back to where the equipment was purchased.

6. Recommendation Concerning Supplemental Budget Amendment #270 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #270, Master Drainage Basin Fund (181) in the amount of \$48,706, to recognize insurance proceeds received for damage to a concrete ditch on Jack's Branch Road and funds collected from the Oak Hills Subdivision developer, and to appropriate these funds into the proper Master Drainage Basin Fund Cost Centers.

7. Recommendation Concerning Morris Court Improvement Project PD 10-11.05 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to P Brown Builders, LLC, in the base bid amount of \$385,175, plus bid alternate #2, in the amount of \$21,865 and bid alternate #4 in the amount of \$42,000, for a total Contract award of \$449,040 for the Morris Court Improvement Project, PD 10-11.058.

[Funding: Fund 129, Neighborhood Stabilization Program 3 (NSP3), Cost Center 220507, Object Code 58301]

8. Recommendations Concerning Custodial Services, Gasoline and Diesel Fuel and Security Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the Chairman to execute the following Agreements previously awarded by the Board on August 4, 2011: Custodial Services, PD 10-11.049; Gasoline and Diesel Fuel, PD 10-11.059; and Security Services for Various County Buildings, PD 10-11.043.

9. Recommendation Concerning PD 10-11.055, State Lobbying Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 10-11.055 to Gentry and Associates, LLC, for State Lobbying Services for Escambia County for a period of 36 months, beginning on January 1, 2012, for an annual amount of \$60,000, and authorize the Chairman to execute the Agreement for Lobbyist Services for Escambia County, Florida PD 10-11.055.

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

10. Recommendation Concerning 2nd Street Widening and Repaving/Area Drainage - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage", to Panhandle Grading & Paving, Inc., for the Base Bid and Alternates 1 & 2, for a total amount of \$612,609.40.

[Funding: Fund 110, Other Grants and Projects, Cost Center 210516, Object Code 56301, \$550,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1112, \$62,609.40]

11. Recommendation Concerning Supplemental Budget Amendment #262 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #262, Misdemeanor Probation Fund (114) in the amount of \$15,000, to recognize proceeds from an insurance reimbursement and locker rentals, and to appropriate these funds for probation-related operating expenses in the Corrections Department.

12. Recommendation Concerning Fairground Road Paving & Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.056, "Fairground Road Paving & Drainage Improvements", to Roads, Inc., of NWF, for a total amount of \$738,038.25.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1095]

13. Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division Fiscal Year 2011-2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Service, for Mosquito Control:

A. Approve the Fiscal Year 2011-2012 Annual Certified Budget for the Mosquito Control Division, Community and Environment Department; and

B. Authorize the Chairman to sign the Annual Certified Budget for Mosquito Control.

14. Recommendation Concerning Amendment #1 to Sanchez Court Rental Rehabilitation/Mitigation Project Development Agreement with Area Housing Commission - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning supplemental State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Enhancement Funds (DREF) Grant funding for the Sanchez Court Rental Rehabilitation/Mitigation Project:

A. Approve Amendment #1 to the Sanchez Court Rental Rehabilitation/Mitigation Project Development Agreement with Area Housing Commission (AHC) to incorporate DREF and CDBG Disaster Grant (2008 Storms) funding of \$790,000 (increasing the total Grant funding from \$950,000 to \$1,740,000) for the ongoing rehabilitation and mitigation of the 48-unit Sanchez Court Apartments located in Pensacola at the intersection of West Godfrey and "J" Streets; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the project.

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Affordable Housing, Cost Center 220442]

15. Recommendation Concerning Amendment #1 to Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning supplemental State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Enhancement Funds (DREF) Grant funding for the Centralized Homeless Housing/Services Replacement Facility Project (Waterfront Rescue Mission Facility):

A. Approve Amendment #1 to the Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc., (Waterfront) to incorporate DREF funding of \$880,000 (increasing the total Grant funding from \$1,800,000 to \$2,680,000) for the ongoing construction of a replacement Centralized Homeless Housing and Services Facility on Waterfront property located at 350 West Herman Street, utilizing CDBG Disaster Recovery funds; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the project.

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Affordable Housing, Cost Center 220442]

16. Recommendation Concerning Rescinding Sign Grant Funding Agreement for 1000 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of September 16, 2010, concerning the Sign Grant Funding Agreement for the property located at 1000 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements: install solar-powered "Entrance and Exit sign"; and

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

17. Recommendation Concerning Rescinding Sign Grant Funding Agreement for 1002 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of April 22, 2010, concerning the Sign Grant Funding Agreement for the property located at 1002 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Rydon, Inc., owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements: install solar-powered Entrance and Exit signs; and

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

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

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Relax Inn Motel Corporation	3725 Mobile Highway	\$9,900
Robert K. Mandel	1000 North "W" Street	\$10,000
Rydon, Inc.	1002 North Navy Boulevard	\$10,000
Litedra C. Burgess	919 West Michigan Avenue	\$1,865
Katie Bell Nell, Trustee	41 South Navy Boulevard	\$10,000
Jim Veal	3460 Barrancas Avenue	\$10,000;

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

19. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 416 South 1st Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 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 416 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,784, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the installation of new storm windows; and

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

20. Recommendation Concerning Commercial Sign Grant Funding Agreement for 3835 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 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 Sign Grant Funding Agreement for the property located at 3835 West Navy Boulevard:

- A. Approving the Commercial Sign Grant Program Funding Agreement 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 \$1,737, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, to install a new sign; and
- B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

21. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3704 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 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 3704 West Navy Boulevard:

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Caribbean Landscaping of NWFL, owner of commercial property located at 3704 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for landscaping improvements that include Palms trees, flowering shrubs, and other native plants; 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 Residential Rehab Grant Funding and Lien Agreements for 619 McCarroll Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 619 McCarroll Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Jean Burgess, owner of residential property located at 619 McCarroll Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,398, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements: install a new central heating and air conditioning system and new storm windows; 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 Change Order to PO# 111119 to Cardno TBE for 3300 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4, relating to Phase II Environmental Site Assessment for property located at 3300 Mobile Highway:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$37,911.00
Vendor:	Cardno TBE
Project Name:	3300 Mobile Highway
Contract:	PD 06-07.038
PO No.:	111119
CO No.:	4
Original Award Amount:	\$3,500.00
Cumulative Amount of Change Orders through CO #4	\$67,110.00
New Contract Total:	\$70,610.00

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101]

24. Recommendation Concerning Traffic Restriction - Parking Prohibition on Heather Oaks Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a parking prohibition:

A. Adopt the Resolution for a parking prohibition within the right-of-way and on the western end of Heather Oaks Drive; and

B. Authorize the Chairman to sign the Resolution for Heather Oaks Drive.

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(a), and 316.555 of the Florida Statutes, to establish regulations on County roadways and streets.

Chapter 94, Article 1, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations]

25. Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions – speed reductions:

A. Adopt the Resolution for the reduction in speed from 30 miles per hour to 25 miles per hour for the following roadway segments:

1. Lime Street, from Border Street to Border Street;
2. Yarmouth Place, from Scenic Highway to end of road;
3. Roxborough Place, from Yarmouth Place to end of road;
4. Cheltenham Circle, from Yarmouth Place to end of road;
5. Mariners Way, from North Blue Angel Parkway to Mariners Drive;
6. Mariners Drive, from Mariners Way to Windjammer Court;
7. Mariners Court, from Mariners Way to end of road;
8. Windjammer Court, from south end of road to north end of road;
9. Seafarers Way, from Muldoon Road to Windjammer Court; and
10. Tallship Lane, from Mariners Drive to end of road; and

B. Authorize the Chairman to sign the Resolution for these roadways.

The Transportation & Traffic Operations Division received citizen requests to lower the speed limit on these roads. County staff evaluated the condition of the roadways and the requests for lower speed limits are supported by staff based on the number of curves, and the layout and design of the roads.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations]

26. Recommendation Concerning Approval of Payment of Prior Year Invoice via Voucher to Frank Patti, Jr., LLC - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve payment by voucher to Frank Patti Jr., LLC, in the amount of \$1,800, to pay unpaid invoice #1, dated 6/20/2008, for derelict boat salvage work that was completed during Fiscal Year 2007/2008.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees, Object Code 53401]

27. Recommendation Concerning Memorandum of Understanding between Escambia County and the Escambia County Sheriff's Office - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Memorandum of Understanding by and between Escambia County and the Escambia County Sheriff's Office (ECSO) to transfer the management and operation of the firing range to the ECSO for the purpose of operating a firearms training range for law enforcement and correctional officers.

A. Approve the Memorandum of Understanding; and

B. Authorize the Chairman to sign the Agreement.

28. Recommendation Concerning Special Service Arrangement Agreement between BellSouth Telecommunications, Inc., d/b/a AT&T Florida and Escambia County Board of County Commissioners – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Special Service Arrangement Agreement between BellSouth Telecommunications, Inc., d/b/a, AT&T Florida (AT&T) and Escambia County Board of County Commissioners, effective October 1, 2011 [Funding Source: Fund 145, E911 Operations Fund; Cost Center, 330404, E-911 Communications \$177,543/330414, 911 Nortel PBX Upgrade Grant, \$260,663]:

A. Approve the Special Services Arrangement Agreement for upgrade of the 911 Nortel PBXs and maintenance of the County's E-911 system equipment and software, including virus protection, at three Public Safety Answering Points (PSAP), at a cost of \$418,106.32, for Fiscal Year 2011/2012;

B. Authorize the Chairman to sign the Agreement and any subsequent related documents, pending legal review and approval, without further action of the Board; and

C. Authorize issuance of Purchase Order(s) to AT&T for this purpose.

29. Recommendation Concerning Change Order #001 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign Change Order #001 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida, which adds equipment needed to include Santa Rosa Island Authority (SRIA) in the emergency communication system upgrade, pursuant to action taken by the Board in its meeting held July 21, 2011.

[Funding Source: Fund 352, LOST III]

30. Recommendation Concerning the State Aid to Libraries Grant Agreement for Fiscal Year 2011-2012 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Florida Department of State, Division of Library and Information Services State Aid to Libraries Grant Agreement for Fiscal Year 2011-2012, including any related documents necessary to implement any award received, pending Legal review and approval, without further action of the Board.

[Funding Source: The Grant amount shall be calculated in accordance with Chapter 257, Florida Statutes and guidelines of the State Aid to Libraries Grant Program, with funds distributed in two payments. The first payment will be requested upon execution of the Agreement, and the remaining payment will be made by June 30, 2012.

31. Recommendation Concerning Public Library Construction Grant Application for the Old Molino Elementary School Renovation Project - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding the Public Library Construction Grant Application for the Old Molino Elementary School Renovation Project:

- A. Approve the re-submission of the Public Library Construction Grant Application to the Florida Department of State, Division of Library and Information Services for the Old Molino Elementary School Renovation Project, with a requested amount of \$500,000; and
- B. Adopt the authorizing Resolution as part of the Grant Application packet; and
- C. Authorize the Chairman to sign the Resolution and Certificate of Application in the Grant Application packet, and all other Grant-related documents relevant to this project, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 351/352, Local Option Sales Tax II/III - at least \$500,000 in required matching funds]

32. Recommendation Concerning Change Order #6 to Purchase Order #110602 to Thompson Tractor Company, Inc., for Two Leased Caterpillar 725 Articulated Dump Trucks - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #6, to Purchase Order #110602, to Thompson Tractor Company, Inc., for two Leased Caterpillar 725 Articulated Dump Trucks:

Department:	Solid Waste Management
Branch:	Engineering/Environmental Quality
Type:	Addition
Amount:	\$216,763.12
Vendor:	Thompson Tractor Company, Inc.
Project Name:	Parts, Labor & Lease of Equip./Supplies
Contract:	-----
PO#:	110602
Original Award Amount:	\$221,000.00
Cumulative Amount of Change Orders through CO #6	\$411,763.12
New P.O. Amount:	\$632,763.12

[Funding: Fund 401, Solid Waste Enterprise, Cost Center 220603, Object Code 56440]

33. Recommendation Concerning Change Order #3 to Atkins North America, Inc., on Contract PD 02-03.79.25.5.PW/PMM (Ref. No. PD 07-08.45) for the Southwest Escambia County Sports Complex - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board approve and authorize the County Administrator to execute the following Change Order #3:

Department:	Public Works
Division:	Infrastructure/Engineering
Type:	Addition
Amount:	\$146,900.00
Vendor:	Atkins North America, Inc. (Formerly PBS&J)
Project Name:	Southwest Escambia County Sports Complex
Contract:	PD 02-03.79.25.5.PW/PMM (Ref. No. PD 07-08.045)
PO No.:	281732
CO No.:	3
Original Award Amount:	\$709,289.00
Cumulative Amount of Change Orders through this CO #3:	\$319,598.00
New Contract Total:	\$1,028,887.00

Meeting in regular session on July 24, 2008, the Board approved awarding a Task Order to Atkins North America, Inc. (formerly PBS&J) for the Southwest Escambia County Sports Complex. This included design and preparation for an approximately 217-acre project located on the southwest side of Escambia County, near the north end of Bauer Road. The scope included designing the sports complex, obtaining required permits, and development of construction drawings/documents for the project. Plan amenities include youth athletic fields (baseball, softball, soccer and football), playground units, parking/access, site lighting, a stormwater management system, a nature trail and associated athletic buildings (prototypical concession/restroom and meeting/storage buildings.)

The original design fees for the Southwest Escambia County Sports Complex were negotiated using the State of Florida's Fee Guide Calculator for Architectural and Engineering Services, based on a construction budget of \$4 million. The additional fees approved for Change Order #1 (\$172,698) were requested in order to provide complete master plan design documents for permitting agencies, and bid documents, estimated at \$7 million. It was

preferred by environmental permitting agencies and County staff that the entire master plan be permitted, to establish environmental impacts, allow for future features to be constructed as budget allows, identify the extent of the overall conservation easement, and preserve upland areas for future development. Change Order #2 added time to the task order so that the Engineer could proceed through advertisement, bidding assistance and construction.

Change Order #3, in the amount of \$146,900.00, will provide construction administration (CA) services throughout the duration of the project that were not included in the original Scope of Services. The additional CA services will include utility coordination, quality control of the contractor and his schedule, compliance with the stormwater pollution prevention plan, maintenance of traffic on Bauer Road, building construction, final certifications, daily activity monitoring, electrical construction monitoring, surveying and independent testing.

Total cost of services, in the amount of \$1,028,887.00, is 11.66% of the construction bid, which is 4.34% lower than expected for design and CEI services for typical engineering projects.

[Funding Source: Fund 351, "Local Option Sales Tax II", Account 350233/56301, Project #08PR0102, "Southwest Park"]

34. Recommendation Concerning the Review of a Resolution to Reduce Fees 30 % within the Development Services Department - T Lloyd Kerr, AICP, Development Services Department Director

That the Board review and adopt the proposed fee reduction Resolution for the Development Services Department, which reduces fees 30% (Development Review Committee Fees and Planning and Zoning Fees).

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling a Public Hearing amending Chapter 10, Article I, Sections 10-3, 10-5, 10-7, 10-11, 10-12, 10-16, 10-23 and 10-24 of the Escambia County Code of Ordinances relating to the regulation and control of animals in Escambia County.

That the Board authorize scheduling a Public Hearing for September 1, 2011 at 5:32 p.m. to consider an ordinance amending multiple provisions of Chapter 10, Article I, of the Escambia County Animal Control Ordinance.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1201

Proclamations Item #: 6.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: Adoption of Proclamations

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

- A. The Proclamation congratulating the Bellview Assembly of God Church on its 50th Anniversary of ministry in the community; and
- B. The Proclamation proclaiming October 29, 2011, as "Wonderful Wacky Women Day" in Escambia.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, on August 20, 1961, Bellview Assembly of God Church was started by Reverend Douglas B. Green when he purchased a little red house on the corner of Nashville Avenue and Michigan Avenue; and

WHEREAS, the first service in the little red house had 17 people in attendance. As the church grew, a new sanctuary was built, and the little red house became the Sunday School Facility and later became the Activity Center; and

WHEREAS, the present sanctuary was built in 1971 by Reverend Green, and the little red house was sold and moved; and

WHEREAS, on October 2, 1994, Reverend J. B. Shoumaker, Jr., became the pastor of Bellview Assembly of God Church; and

WHEREAS, on August 21, 2011, Bellview Assembly of God Church will celebrate its 50th Anniversary.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Bellview Assembly of God Church on its 50th Anniversary of ministry to the community.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Adopted: August 18, 2011

PROCLAMATION

WHEREAS, the inspiration for the name of the non-profit organization, "Wonderful Wacky Women" came from a series of books, The Sacred Sisterhood of Wonderful Wacky Women, authored by Suzy Toronto; and

WHEREAS, each chapter in Ms. Toronto's book series is about ordinary women who have accomplished extraordinary things. She writes, "Who are these Wonderful Wacky Women? You know them. They are your friends, your sisters, your mothers and grandmothers"; and

WHEREAS, the first official Chapter of Suzy Toronto's "Wonderful Wacky Women" was formed in Perdido Key, Florida, in June 2009. The purpose and mission of this organization is to promote physical health; to raise awareness of women's health issues and to raise charitable funds to help local, regional and national charities; and

WHEREAS, September is "National Ovarian Cancer Month". "Wonderful Wacky Women's" goal is to inform women living on the Gulf Coast about the early signs and symptoms of ovarian cancer; and

WHEREAS, "Wonderful Wacky Women's" third annual "Making a Difference Event", will be held October 29, 2011. The homeport for this event is the world famous Flora Bama. The event is a four-mile run, four-mile walk or a one-mile, fun walk, to benefit the American Cancer Society with proceeds earmarked for Ovarian Cancer.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims, October 29, 2011, as

"WONDERFUL WACKY WOMEN DAY"

in Escambia County and wishes the Perdido Key Chapter of "Wonderful Wacky Women" continued success as they serve the community and raise awareness concerning ovarian cancer – because lives depend on it.

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: August 18, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1234

Written Communication Item #: 7. A.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: Environmental (Code) Enforcement Lien Relief – 909 North "P" Street

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

July 18, 2011 - Communication from Sally Bussell Fox, Emmanuel, Sheppard & Condon, representing Community Enterprise Investments, Inc., requesting that the Board release property located at 909 North "P" Street from a Code Enforcement Lien.

Recommendation: That the Board review and consider lien relief request made by Community Enterprise Investments, Inc., against property located at 909 North "P" Street.

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

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

Community Enterprise Investments, Inc., has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

June 13, 2007, the Office of Environmental Enforcement received a complaint on 3435 W Brainard Street for overgrowth, trash, inoperable vehicles, and deteriorated structure.

June 19, 2007, Notice of violation was sent both regular and certified mail to owner. Copy of notice of violation was posted on property. Certified mail was returned marked "Return to Sender".

July 16, 2007, Title search was ordered. Title searched revealed title vested in Austin P. Conner.

August 3, 2007, Reinspection conducted and violations remained. Request for special magistrate made by officer.

August 16, 2007, Petition for hearing sent both regular and certified mail. Copy of Hearing notice

posted at property. Letter returned marked "Unclaimed".

August 2, 2007, Hearing held. \$1,100.00 court cost awarded, \$100.00 per day fine and a deadline of 09/19/07 if violations not abated by owner(s).

Copy of order sent to owner both regular and certified mail.

February 11, 2010, Property abated by owner.

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

BUDGETARY IMPACT:

The itemized costs shown in the Code Enforcement Lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines (\$100.00 per day 9/19/07-01/26/10): \$86,000.00

TOTAL: \$87,100.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution, the Release will be sent to the Escambia County Clerk of the Court for recording.

Attachments

3435 W Brainard Street



Office of Environmental Enforcement



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

Property Address: 3435 W Brainard Street
Property Owner: Austin P. Conner
Original Complaint: Overgrowth , deteriorated structure, trash and inoperable vehicles
EE Case #: CE07060384

- **06/13/07** Received complaint for trash cans left on right of way
- **06/13/07** Inspection reveals overgrowth, trash, debris, deteriorated structure and inoperable vehicles. Notice of Violation posted on property.
- **06/19/07** Notice of Violation sent certified mail and regular mail to owner. Notice of violation was returned marked "Return to sender".
- **07/16/07** Title search ordered and revealed title vested in Austin P. Conner.
- **08/03/07** Reinspection conducted and violations remained. Request for Special Magistrate made.
- **08/16/07** Notice of Special Magistrate hearing sent regular and certified mail to owners. Letter returned marked "Unclaimed".
- **08/2/07** Hearing held. County awarded \$1,100.00 court cost, \$100.00 per day fine and owner has until 09/19/07 to abate violations. Copy of Order sent certified and regular mail to owner.
- **08/31/07** Order filed with Official Records, Book 6210 Page 452-454.
- **02/11/10** Property was abated by owner. Fines stopped on 01/26/10.

Lien amount

Court Cost	\$1,100.00
Fines (\$100.00 per day 9/19/07-01/26/10)	<u>\$86,000.00</u>

TOTAL **\$87,100.00**

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

Sandra F Slay

From: Stephen G. West
Sent: Thursday, July 28, 2011 8:49 AM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: RE: 3435 W Brainard Lien forgiveness request

Sam:

This one does not fall within any of the criteria that permit Randy to deny relief. So it can be scheduled to be heard by the BCC.

-----Original Message-----

From: Sandra F Slay
Sent: Thursday, July 28, 2011 8:12 AM
To: Stephen G. West
Subject: FW: 3435 W Brainard Lien forgiveness request

Please review

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Thursday, July 28, 2011 8:05 AM
To: Sandra F Slay
Subject:

This E-mail was sent from "MPC5000" (Aficio MP C5000).

Scan Date: 07.28.2011 09:05:19 (-0400)
Queries to: code_copier@myescambia.com

EMMANUEL, SHEPPARD & CONDON
ATTORNEYS AT LAW

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ALAN B BOOKMAN *
GERALD L BROWN
ERICK M DHLICKA ***
PATRICK G EMMANUEL
PATRICK G EMMANUEL JR *
ROBERT A EMMANUEL **
GREGORY P FAYARD
SALLY BUSSELL FOX *
BRIAN J HOOPER
CHARLES P HOSKIN
HOLLY V JURNOVOY
ANDREA C LYONS

CRISTI A. MALONE
JOHN W. MONROE, JR. *
KEVIN D. NELSON
JOSEPH A. PASSERETTI
P. MICHAEL PATTERSON
WANDA W. RADCLIFFE
H. WESLEY REEDER
T. SHANE ROWE
WARREN R. TODD
MATTHEW M. VILLMER
CHARLES P. YOUNG **

ALAN C. SHEPPARD, OF COUNSEL
A. G. CONDON, JR. 1934-2011

* Certified Real Estate Lawyer ** Board Certified Construction Lawyer *** Board Certified Civil Trial Lawyer

July 18, 2011

Escambia County Board of Commissioners
Attn: Shirley Gafford
P.O. Box 1591
Pensacola, FL 32591-1591

Re: Community Enterprise v. Conner
Case No.: 07-06-0384

Dear Commissioners:

We represent Community Enterprise Investments, Inc. (hereinafter referred to as "CEII"). CEII is a Florida non profit corporation and it holds a mortgage lien on real property located at 909 North "P" Street, Pensacola, Florida 32505. A copy of said mortgage is attached.

CEII is in the process of foreclosing on the mortgage. The mortgaged property is a vacant commercial lot worth between \$40,000.00 and \$50,000.00. Austin Conner and Stepheny Conner, husband and wife, (hereafter referred to as "Conners") are the owners of the mortgaged property.

The Conners own several other unrelated parcels of property, two of the other properties they own are located at 2300-A West Jackson Street, Pensacola, Florida, and 3435 Brainard Street, Pensacola, Florida. These two other properties (not the property CEII is foreclosing on) have a total of eight code enforcement liens on them. One of these liens is a County lien and the other seven liens are City of Pensacola liens. The combined County and City code enforcement liens on the two other properties total over \$109,883.85. Attached is a copy of these code enforcement liens. The property that is being foreclosed on does not have any code enforcement liens, but is subject to the liens from the two other properties owned by the Conners.

Page 2

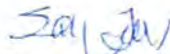
CEII cannot economically foreclose on a vacant lot valued at a maximum of \$50,000.00 with no code enforcement violations against it, and pay the Conners' code enforcement liens on other unrelated properties owned by the Conners. Such would be unfair and inequitable to CEII.

CEII requests the County release only the mortgaged property from the County code enforcement lien. The County would still retain its liens on any other properties owned by the Conners, including the properties that contained the violations and any other properties owned by the Conners. CEII is simultaneously requesting this same relief from the City.

Assuming that CEII is high bidder at the foreclosure sale, CEII intends to place the vacant commercial lot on the market to be developed so that it may become a productive property.

Your consideration and attention to this matter is appreciated. If additional documentation is needed please do not hesitate to contact me.

Yours very truly,



Sally Bussell Fox
For the Firm

SBF/tep

cc: Steve West

PREPARED BY: Community Enterprise Investments, Inc.
302 N. Barcelona Street
Pensacola, Florida 32501
850886-6234

REC
DOCS 175.00 INT 100.00
05-041104

RETURN TO:
CITIZENS TITLE GROUP, INC.
4200 BAYON BLVD., SUITE 31
PENSACOLA, FL 32503

FIRST MORTGAGE

THIS MORTGAGE is made this 9th day of May, 2005, by AUSTIN CONNER and STEPHENY CONNER, husband and wife, herein called the Mortgagor, to Community Enterprise Investments, Inc. its successors and assigns herein called the Mortgagee.

Mortgagor in order to secure the repayment of the indebtedness evidenced by the Note (a copy of which is attached hereto as the last page hereof and incorporated herein), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor contained herein and in said note, does hereby mortgage, grant and convey to Mortgagee the following described property in the State of Florida, County of Escambia.

808 NORTH "P" STREET
PENSACOLA, FLORIDA 32505

(SEE ATTACHED SCHEDULE "A")

together with all buildings, furniture, fixtures, improvements and all other personal property now located upon the above described premises, and which may hereafter become located upon the above described premises, together with all rents, royalties, profits, income and revenue now and hereafter accruing from and upon the above described real and personal property including mineral, oil and gas rights and profits, and water rights. This document shall be deemed a security agreement with regard to all such personal property.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized of said property in fee simple; that the said Mortgagor has full power and lawful right to mortgage, grant and convey said property; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said property; that said property is free from all encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said property in said Mortgagee, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if Mortgagor shall pay to Mortgagee the indebtedness described above and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage then this mortgage shall be released and satisfied by Mortgagee.

For the purpose of inducing the Mortgagee to extend to the Mortgagor the credit hereby evidenced and secured, the Mortgagee and Mortgagor hereby covenant and agree as follows:

1. Mortgagor shall promptly pay when first due all indebtedness secured hereby. This covenant shall be construed to constitute an independent, unequivocal and unconditional obligation on the part of the Mortgagor to pay to the Mortgagee the indebtedness hereby secured.

2. Mortgagor shall:

a. Unless paid in accordance with paragraph 3) hereof, promptly pay when due all and singular the taxes, assessments, levies, liabilities, liens and encumbrances of every nature and kind imposed and levied on the above described property or any part thereof; to promptly deliver to the Mortgagee, when received or issued, all official receipts and satisfactions showing performance of the covenants hereof. If the Mortgagor shall default in the performance of the covenants hereof, the said Mortgagee may at any time, without waiving or affecting his option to foreclose, or any right hereunder, pay said taxes, assessments, levies, liabilities and encumbrances, and every payment so made by the mortgagee shall bear interest from the date of payment thereof at the highest rate allowed by law, as stated in the note.

b. Promptly pay when due all intangible personal property taxes; occupation, excise, sales and transaction taxes; unemployment and withholding taxes; all licenses of whatsoever kind, including but not limited to alcoholic beverage license; and all other taxes and licenses levied or exacted by any authority relating to the use, operation and business of the Mortgagor conducted on the aforesaid encumbered property; and to promptly deliver or exhibit to the Mortgagee, when received or issued, all official receipts and proof of payment of each of the aforesaid.

c. Promptly pay when due all operating, maintenance and servicing charges and costs relating to the real and personal property encumbered by this mortgage, including but not limited to telephone, gas, electricity, water, water connection, sewer, sewer connections, and all other expenses incurred in the use and operation of said encumbered property, and to furnish or exhibit to the Mortgagee proof of the performance of the provisions hereof.

3. Subject to applicable law and upon request by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under the Note until the Note is paid in full a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments of hazard insurance, plus one-twelfth of yearly premium installments for Mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Unless agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee shall give to Mortgagor without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Mortgagee, together with the future monthly installments of Funds payable prior to due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly installments of Funds. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagee shall pay to Mortgagee any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If under paragraph 11 hereof the Property is sold or the Property is otherwise acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Mortgage.

4. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and paragraphs 1, 2 and 3 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under paragraph 3 hereof, then to interest payable on the Note, then to the principal of this Note.

5. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and the proper transfer forms and fees have been furnished to Mortgagee.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by this Mortgage.

6. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the real or personal Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium, Mortgagor shall perform all of Mortgagor's obligations under the declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall keep all improvements, buildings and personal property situated on the above described land in good state of repair, well painted and waterproofed, and shall promptly pay all costs and expenses thereof. Without the written consent of the Mortgagee, the Mortgagor shall not remove, or allow to be removed, the tangible personal property hereby encumbered from the above described real property.

7. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this Mortgage or change the amount of such installments.

8. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as Mortgagee may require (including flood) and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 3 hereof or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include "standard" or "union mortgage" loss payable clause so that the interest of the Mortgagee shall not be invalidated by the act or neglect of the Mortgagor. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to

Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this Mortgage or change the amount of such installments. If under paragraph 20 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

9. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 11 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

10. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by enforcement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said Mortgage debt or otherwise liable for said Mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the notes and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this Mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

11. If any said sums of money herein referred to be not promptly and fully paid within fifteen days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of the promissory notes and this Mortgage, or other, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory notes shall become due and payable forthwith automatically and without notice or demand and Mortgagee may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure including but not limited to attorney's fees and costs incurred by reason of said default.

12. In the event of the Mortgagor's default in the performance of any of the terms, provisions, conditions, covenants or agreements of this Mortgage, any loan documents or the promissory note hereby secured, or if any action or proceeding is commenced which materially affects mortgagee's interest in the Property including but not limited to eminent domain, insolvency, code enforcement and arrangements or proceedings involving a bankrupt or decedent:

a. The Mortgagee (in addition to the rights and remedies herein conferred) shall also have the right to avail itself of the remedies prescribed by Chapter 67B F.S., and all other rights and remedies conferred upon a creditor by virtue of the provisions of the Uniform Commercial Code. The Mortgagor agrees to surrender possession of the property herein described to the Mortgagee on demand; the Mortgagee, its agents or employees, are authorized to enter into and onto and upon any premises where said property may be located for the purpose of repossessing the same.

b. The Mortgagee shall have the right to have a receiver appointed to take charge of, control and manage the mortgaged premises, and to collect and hold the assigned rents and profits accruing therefrom; such receiver shall be appointed without the necessity of showing insolvency of the Mortgagor or inadequacy of the mortgaged security; all rents, profits, revenues and income arising from the mortgage premises or accruing thereupon shall, upon default of the Mortgagor of any of the terms of the Mortgage or the promissory notes hereby secured, be considered as trust funds, and if collected by the Mortgagee the same shall constitute trust funds and be held in trust for the use and benefit of the Mortgagee, and forthwith delivered upon collection to said Mortgagee. The Mortgagee is excused from giving or filing any bond in a judicial proceeding as required by statute or rules of court as a condition or prerequisite to the appointment of a receiver, issuance of injunction, attachment, garnishment or other provisional remedy, or supersedeas in the event an appeal is taken by the Mortgagee. The Mortgagee irrevocably waives such statutory or rule requirements relating to bond.

c. The Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Mortgagee required Mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law. Mortgagor shall pay the amount of all Mortgage insurance premiums in the manner provided under paragraph 3 hereof.

Any amounts disbursed by Mortgagee pursuant to this paragraph with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action hereunder.

d. The Mortgagee irrevocably appoints the Mortgagee or its representative as the agent of the Mortgagor for the following purposes: (a) to enter upon and take possession of, for the account of the Mortgagor, the mortgaged premises and property hereby encumbered (including but not limited to the rents, profits and income accruing therefrom) until such time as said property, including rents, profits and income, is taken into actual custody by the court and out of such rents, profits and income to pay all obligations of the Mortgagor as herein defined, in the order which the Mortgagee may determine; such acts of the Mortgagee shall not be construed as a waiver of default or estoppel against the Mortgagee to exercise all other rights and privileges herein conferred upon the Mortgagee; (b) to take possession of all tangible personal property hereby encumbered for the account of the Mortgagor, and provide for the safekeeping of the same until such time as said property is taken into actual

custody by the court. All costs and expenses, including reasonable attorney's fees thus incurred by the Mortgagee, shall be paid by the Mortgagor and secured by the lien of this mortgage.

13. It is agreed that the provisions, agreements, terms and conditions contained in this Mortgage and promissory notes hereby secured, together with the lien and security hereby created, shall extend and apply to, and govern any and all notes given in extension or renewal of the notes hereby originally secured.

14. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

15. All remedies provided in this Mortgage or the note are distinct and cumulative to any other right or remedy under this Mortgage or the note or afforded by law or equity, and may be exercised concurrently, independently or successively.

16. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

17. The term "Mortgagee" as used in the Mortgage and the promissory notes hereby secured, shall be deemed to include and mean the Mortgagee, his or her or their heirs, administrators, executors and assigns, and if a corporation, its successors, grantees and assigns; the term "Mortgagor" as used in this Mortgage and promissory notes hereby secured shall be deemed to include and mean the Mortgagor, his or her or their heirs, administrators, executors, grantees and assigns, and if a corporation, its successors, grantees and assigns. The use of the singular shall be construed as the plural whenever the context so requires. The terms "debt" or "obligation", as used in this Mortgage and promissory notes hereby secured, shall be deemed to include all covenants, agreements, and promises of the Mortgagor as herein delineated. All covenants and agreements of Mortgagor shall be joint and several.

18. As used in this Mortgage and in the note, attorney's fees shall include but not be limited to, such fees incurred prior to institution of litigation, or in litigation, including trial and appellate review, and in arbitration, bankruptcy or other administrative or judicial proceedings.

19. In the event the jurisdiction of the U.S. District Court will be invoked by or against the Mortgagor under any of the Chapters or provisions of the United States Bankruptcy Act, such action, whether voluntary or involuntary on the part of the Mortgagor shall automatically, without notice, accelerate the maturity of all sums of money herein described and secured, and the same shall thereupon become due and payable forthwith.

IN WITNESS WHEREOF, the mortgagor has caused this indenture, consisting of four pages, to be executed the year and day first above written.

Signed, sealed and delivered in our presence:

[Signature]
WITNESS Karen McClamy

[Signature]
WITNESS Barbara Maseley

[Signature] (SEAL)
AUSTIN CONNER MORTGAGOR
913 North "P" Street
Pensacola, Florida 32505

[Signature] (SEAL)
STEPHENY CONNER MORTGAGOR
913 North "P" Street
Pensacola, Florida 32505

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

Before me appears Austin Conner and Stepheny Conner, and the undersigned officer HEREBY CERTIFIES that the person(s) who executed the foregoing mortgage deed were personally known to me, and this day they personally appeared before me and acknowledged that they voluntarily, knowingly and freely executed the same in the capacity recited in said mortgage deed, and did all things recited in the testimonium clause thereof.

[Signature]
Notary Public
Commission Number: _____
My commission Expires: _____



File Number: 05-041104-a

EXHIBIT "A"

**LOTS 4, 5, 17, 18, 19, 20, 21, 22, 23 AND 24, BLOCK 158 WESTKING TRACT, ACCORDING TO THE
MAP OF THE CITY OF PENSACOLA COPYRIGHTED BY THOMAS C.WATSON IN
1903, ESCAMBIA COUNTY, FLORIDA.**

Recorded in Public Records 08/31/2007 at 09:59 AM OR Book 6210 Page 452,
Instrument #2007084070, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 08/31/2007 at 09:21 AM OR Book 6210 Page 181,
Instrument #2007083955, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-06-0384
Location: 3425 Brainard Street
PR# 332S30-3301-001-275

Austin P. Conner
1678 Kinsale Drive
Cantonment, FL 32533

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,
N/A as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances 30-203(4), 30-203(6)

30-203(1) 30-203(10)

has occurred and continues.



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: Paul Bare D.C.
Date: 8/31/07

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Austin P. Cowan shall have until Sept-18, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: _____

Asate condition

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing Sept 19, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Austin P. Cowan.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

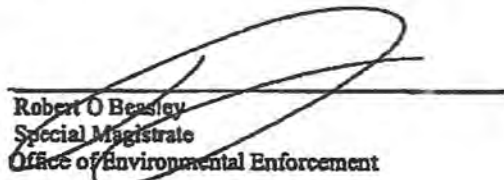
The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 28th day of August, 2007.


Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

This instrument
was prepared by
Richard Barker, Jr.
Director of Finance
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a Florida municipal corporation; acting pursuant to Sections 4-3-19,
4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following
described real property located in Pensacola, Escambia County, Florida, to-wit:

CONNER, AUSTIN & STEPHENY
2300A W. Jackson Street

E 58' of Lots 20-22, Block 172, WKT

in the total amount of \$145.59 (One Hundred Forty-Five & 59/100)
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the
aforementioned property on or about the 18th day of November, 2009. Said lien shall be
equal in dignity to all other special assessments for benefits against property within the City.

DATED this 18th day of November, 2009.

THE CITY OF PENSACOLA
a municipal corporation

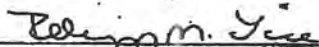
BY: 
ALVIN G. COBY
CITY MANAGER



STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of
December, 2009, by Alvin G. Coby, City Manager of the City of Pensacola, a Florida
municipal corporation, on behalf of said municipal corporation. He is personally known to me and ~~did~~/did
not take an oath.


NOTARY PUBLIC



This instrument
was prepared by
Richard Barker, Jr.
Director of Finance
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19,
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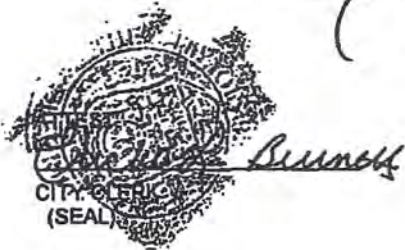
E 58' of Lots 20-22, Block 172, WKT

In the total amount of \$145.59 (One Hundred Forty-Five & 59/100)
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the
aforementioned property on or about the 24th day of August, 2009. Said lien shall be
equal in dignity to all other special assessments for benefits against property within the City...

DATED this 24th day of August, 2009.

THE CITY OF PENSACOLA
a municipal corporation

BY:
ALVIN G. COBY
CITY MANAGER



STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of
September 2009, by Alvin G. Coby, City Manager of the City of Pensacola, a Florida
municipal corporation, on behalf of said municipal corporation. He is personally known to me and ~~did~~
not take an oath.

NOTARY PUBLIC



This instrument
was prepared by
Richard Barker, Jr.
Director of Finance
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a municipal corporation, acting pursuant to Section 14-1-133
Code of the City of Pensacola, does hereby claim and impose a Lien of the following described
real property located in Pensacola, Escambia County, Florida, to-wit:

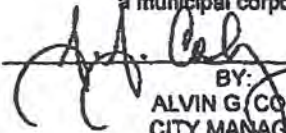
CONNER, AUSTIN & STEPHENY
2300-A W. Jackson Street

E 58' of Lots 20-22, Block 172, WKT

in the total amount of \$3,075.10 (Three Thousand Seventy-Five & 10/100)
for all cost incurred in demolishing and removing certain structures from the aforementioned
property on or about the 19th day of February, 2009.

DATED this 19th day of February, 2009.

THE CITY OF PENSACOLA
a municipal corporation

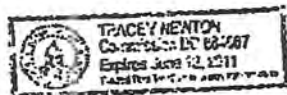

BY:
ALVIN G COBY
CITY MANAGER



STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of
April, 2009, by Alvin G. Coby, City Manager of the City of Pensacola, a municipal
corporation, on behalf of the said municipal corporation.


NOTARY PUBLIC



**CODE ENFORCEMENT BOARD
CITY OF PENSACOLA, FLORIDA**

THE CITY OF PENSACOLA,)
a Florida municipal corporation,)
)
 Petitioner,)
)
 vs.) **CASE NO. 07-239**
)
 AUSTIN & STEPHENY CONNER,)
)
 Respondent(s).)

ORDER ASSESSING FINE/IMPOSING LIEN

Proof having been submitted to the Board at its meeting on November 6, 2007 that the respondent has failed to bring the following described property:

2300 A. West Jackson Street

E 58 FT OF LTS 20 TO 22 BLK 172 WEST KING TRACT OR 3411 P 533 OR 5859
P 1755 CA 126. TAX ID # 151498000.

into compliance with the Code of the City of Pensacola, Escambia County, Florida, within the time set by the Board in its Code Violation Order dated October 17, 2007 requiring compliance before November 6, 2007, it is hereby

FURTHER ORDERED that:

1. There is hereby assessed against the respondent(s) payable to the petitioner daily, a first-day fine in the amount of Five and no/100 Dollars (\$5.00) because the violation existed on November 6, 2007, and a fine in the amount of Five and no/100 Dollars (\$5.00) per day for each and every day thereafter the violation continues to exist.
2. If the violation(s) or the condition(s) causing the violation(s) was (were) found by the Board to present a serious threat to the public health, safety or welfare, or to be irreparable or irreversible in nature, there is also hereby assessed against the respondent(s), payable to the petitioner, an additional fine in the amount of (N/A) Dollars (\$N/A) for the reasonable costs of repairs incurred by the petitioner.
3. Also there is hereby assessed against the respondent(s), payable to the petitioner, (N/A) Dollars (\$N/A) of its costs incurred in prosecuting this case before the Board.
4. It is the responsibility of the respondent(s) to contact the Litter/Code Enforcement Department to arrange for reinspection of the property to verify compliance when achieved.

5. If the aforesaid violation(s) is (are) corrected and, thereafter, a Code Enforcement Officer finds that a repeat violation has occurred, a fine in the amount of Five Hundred and no/100 Dollars (\$500.00) per day may be assessed against the respondent(s) for each day the repeat violation is found to have occurred by the Code Inspector and for every day thereafter the repeat violation continues to exist; and, in that situation, another hearing is not necessary for the issuance of an order assessing fine/imposing lien.

6. Pursuant to Section 162.09, Florida Statutes, without further hearing or notice to the respondent(s), a certified copy of this and/or any previous or subsequent order may be recorded in the public records of Escambia County, Florida, and once recorded CONSTITUTES NOTICE to any subsequent purchasers, successors in interest, or assigns, and the findings and conclusions are binding upon them, and also CONSTITUTES A LIEN in favor of the City of Pensacola, Florida, P.O. Box 12910, Pensacola, Florida 32521-001 against the above-described property and upon all other non-exempt real or personal property owned by the respondent(s). After three (3) months from the recording of such lien, the Board may, without further hearing or notice to the respondent(s), request the City Council to FORECLOSE on the lien. The City is entitled to collect from the respondent(s) all costs incurred in the recording and/or satisfying of the lien for any and all amounts due and/or becoming due hereunder.


7. The fine directive previously entered by the Board on (N/A), is hereby rescinded.

ENTERED this 14th day of November, 2007, at Pensacola, Florida.



STATE OF FLORIDA
COUNTY OF ESCAMBIA

PENSACOLA CODE ENFORCEMENT BOARD



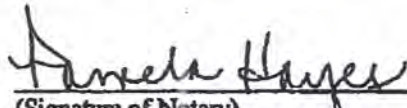
(Signature of Chairperson)
Post Office Box 12910
Pensacola, FL 32521-0001

Danny Grundhoefer

(Printed Name)

The execution of the foregoing order was acknowledged before me this 14th day of November, 2007, by Danny Grundhoefer, Chairperson of the Code Enforcement Board of the City of Pensacola, Florida, who is personally known to me and who did not take an oath.

Prepared by:
Louis F. Ray, Jr., Esq.
Florida Bar No. 097641
Attorney at Law
118 W. Cervantes Street
P. O. Box 591
Pensacola, FL 32593-0591



(Signature of Notary)
(Notary Stamp)



**CODE ENFORCEMENT BOARD
CITY OF PENSACOLA, FLORIDA**

THE CITY OF PENSACOLA,)
a Florida municipal corporation,)
)
Petitioner,)
)
vs.) CASE NO. 07-197
)
AUSTIN & STEPHENY CONNER,)
)
Respondent(s).)

ORDER ASSESSING FINE/IMPOSING LIEN

Proof having been submitted to the Board at its meeting on September 4, 2007 that the respondent has failed to bring the following described property:

2300A Jackson Street a/k/a:

E 58 FT OF LTS 20 TO 22 BLK 172 WEST KING TRACT OR 3411 P 533 OR 5859 P 1755 CA 126. TAX ID # 151498000.

into compliance with the Code of the City of Pensacola, Escambia County, Florida, within the time set by the Board in its Code Violation Order dated August 23, 2007, requiring compliance before September 4, 2007, it is hereby

FURTHER ORDERED that:

1. There is hereby assessed against the respondent(s) payable to the petitioner daily, a first-day fine in the amount of Twenty-Five and no/100 Dollars (\$25.00) because the violation existed on September 4, 2007, and a fine in the amount of Twenty-Five and no/100 Dollars (\$25.00) per day for each and every day thereafter the violation continues to exist.
2. If the violation(s) or the condition(s) causing the violation(s) was (were) found by the Board to present a serious threat to the public health, safety or welfare, or to be irreparable or irreversible in nature, there is also hereby assessed against the respondent(s), payable to the petitioner, an additional fine in the amount of (N/A) Dollars (\$N/A) for the reasonable costs of repairs incurred by the petitioner.
3. Also there is hereby assessed against the respondent(s), payable to the petitioner, (N/A) Dollars (\$N/A) of its costs incurred in prosecuting this case before the Board.
4. It is the responsibility of the respondent(s) to contact the Inspection Services Department to arrange for re-inspection of the property to verify compliance when achieved.

5. If the aforesaid violation(s) is (are) corrected and, thereafter, a Code Enforcement Officer finds that a repeat violation has occurred, a fine in the amount of Five Hundred and no/100 Dollars (\$500.00) per day may be assessed against the respondent(s) for each day the repeat violation is found to have occurred by the Code Inspector and for every day thereafter the repeat violation continues to exist; and, in that situation, another hearing is not necessary for the issuance of an order assessing fine/imposing lien.

6. Pursuant to Section 162.09, Florida Statutes, without further hearing or notice to the respondent(s), a certified copy of this and/or any previous or subsequent order may be recorded in the public records of Escambia County, Florida, and once recorded CONSTITUTES NOTICE to any subsequent purchasers, successors in interest, or assigns, and the findings and conclusions are binding upon them, and also CONSTITUTES A LIEN in favor of the City of Pensacola, Florida, P.O. Box 12910, Pensacola, Florida 32521-001 against the above-described property and upon all other non-exempt real or personal property owned by the respondent(s). After three (3) months from the recording of such lien, the Board may, without further hearing or notice to the respondent(s), request the City Council to FORECLOSE on the lien. The City is entitled to collect from the respondent(s) all costs incurred in the recording and/or satisfying of the lien for any and all amounts due and/or becoming due hereunder.

7. The fine directive previously entered by the Board on (N/A), is hereby rescinded.

ENTERED this 18th day of September, 2007, at Pensacola, Florida.

PENSACOLA CODE ENFORCEMENT BOARD



[Handwritten Signature]

(Signature of Chairperson)
Post Office Box 12910
Pensacola, FL 32521-0001

Danny Grundhoefer
(Printed Name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The execution of the foregoing order was acknowledged before me this 18th day of September, 2007, by Daniel Grundhoefer, Chairperson of the Code Enforcement Board of the City of Pensacola, Florida, who is personally known to me and who did not take an oath.

Prepared by:
Louis F. Ray, Jr., Esq.
Florida Bar No. 097641
Attorney at Law
P. O. Box 591
118 W. Cervantes Street
Pensacola, FL 32593-0591

[Handwritten Signature]
(Signature of Notary)

(Notary Stamp)



This instrument
was prepared by
Richard Barker, Jr.
Director of Finance
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The CITY OF PENSACOLA, a Florida municipal corporation, acting pursuant to Sections 4-3-19,
4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following
described real property located in Pensacola, Escambia County, Florida, to-wit:

CONNER, AUSTIN & STEPHENY
2300-A W. Jackson Street

E 58' of Lots 20-22, Block 172, WKT

In the total amount of \$138.11 (One Hundred Thirty-Eight & 11/100)
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the
aforementioned property on or about the 18th day of September, 20 10. Said lien shall be
equal in dignity to all other special assessments for benefits against property within the City.

DATED this 18th day of September, 20 10.

THE CITY OF PENSACOLA
a municipal corporation

BY:
Alvin G. Coby
ALVIN G. COBY
CITY MANAGER



STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 27th day of
September, 2010, by Alvin G. Coby, City Manager of the City of Pensacola, a Florida
municipal corporation, on behalf of said municipal corporation. He is personally known to me and did/did
not take an oath.

Robyn M. Tice
NOTARY PUBLIC



This instrument
was prepared by
Richard Barker, Jr.
Director of Finance
City of Pensacola, Florida

LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19,
4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following
described real property located in Pensacola, Escambia County, Florida, to-wit:

CONNER, AUSTIN & STEPHENY
2300A W. Jackson Street

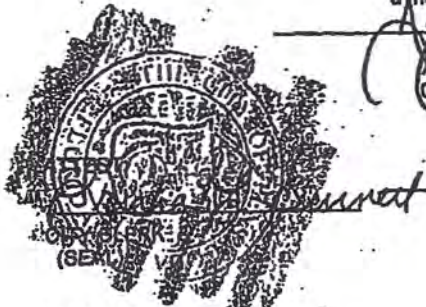
E 58' of Lots 20-22, Block 172; WKT

In the total amount of \$134.96 (One Hundred Thirty-Four & 99/100)
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the
aforementioned property on or about the 23rd day of November, 20 10. Said lien shall be
equal in dignity to all other special assessments for benefits against property within the City.

DATED this 23rd day of November, 20 10.

THE CITY OF PENSACOLA
a municipal corporation

BY:
Alvin G. Coby
ALVIN G. COBY
CITY MANAGER



STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of
JANUARY, 20 11, by Alvin G. Coby, City Manager of the City of Pensacola, a Florida
municipal corporation, on behalf of said municipal corporation. He is personally known to me and did/did
not take an oath.

Robin M. Yee
NOTARY PUBLIC





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1235

Written Communication Item #: 7. B.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: Environmental (Code) Enforcement Lien Relief – 1810 W Bobe Street

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

July 20, 2011 - Communication from Charles L. Hoffman, Jr., Shell, Fleming, Davis & Menge, representing Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown, requesting that the Board forgive a Code Enforcement Lien against property located at 1810 West Bobe Street.

Recommendation: That the Board review and consider lien relief request made by Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown against property located at 1810 West Bobe Street.

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

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

The owners have no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

September 25, 2006, the Office of Environmental Enforcement received a complaint on 1810 West Bobe Street for overgrowth, trash, debris, and abandoned house.

Note in file indicated notice of violation was sent regular mail to owners. No copy of notice of violation is case file.

October 31, 2006, Officer made note that she has received no contact from owner and requested title search.

December 13, 2006, Title search was ordered. Title searched revealed title vested in John Kyles.

January 4, 2007, Request made for Special Magistrate hearing.

January 25, 2007, Petition for hearing sent both regular and certified mail. Copy of Hearing notice posted at property.

February 13, 2007, Certified notice of hearing returned marked "Unclaimed".

February 15, 2007, Hearing held. \$1,100.00 court cost awarded, \$25.00 per day fine and a deadline of 02/24/07 if violations not abated by owner(s).

February 17, 2007, Copy of order sent to owner both regular and certified mail. Certified mail returned marked "Unclaimed".

Reinspections conducted and violations remained.

August 6, 2007, A Final Notice Prior to Demolition was sent both regular and certified mail. Certified mailed returned marked "Not deliverable". Copy of Final Notice was also sent to Walter Homes Mortgage Company and signed for by M. Ferrer.

August 2007 The property was put out for bid by the County.

File has copies of two messages for Charlie Walker from Mr. Vanderhall. No notes in file related to conversation if one was held.

Quit Claim Deed was filed with Official Records between Walter Mortgage Company and Taaka Brown, Tyrone, and Teresa Vanderhall.

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

BUDGETARY IMPACT:

The itemized costs shown in the Code Enforcement Lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$7,300.00

C. Abatement Fees: \$3,980.00

TOTAL \$12,380.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution, the Release will be sent to the Escambia County Clerk of the Court for recording.

Attachments

1810 W Bobe Street

SHELL, FLEMING, DAVIS & MENGE
ATTORNEYS AT LAW

BRADEN K. BALL, JR.
GEOFFREY P. BRODERSEN
MAUREEN DUIGNAN

Board Certified Criminal Trial Lawyer

Also Licensed In New York

PATRICK J. HAMMERGREN

CHARLES L. HOFFMAN, JR.

J.J.M. in Taxation

DANNY L. KEPNER

Board Certified Civil Trial Lawyer

LOUIS A. (TRIP) MAYGARDEN, III

JILL K. SATTERWHITE

J.J.M. in Taxation

Also Licensed In Alabama

JAMES A. SHEA, JR.

Also Licensed in Alabama and Georgia

STEPHEN B. SHELL

Board Certified Real Estate Lawyer

COURTNEY F. SMITH

TOMMY G. SMITH

CHARLES L. HOFFMAN, JR.

TELEPHONE * (850) 434-2411 ext. 103

FACSIMILE * (850) 435-1074

E-MAIL * choffman@shellfleming.com

OF COUNSEL:

THURSTON A. SHELL
FLETCHER FLEMING

ROLLIN D. DAVIS, JR.

(1932-2002)

M.J. MENGE

(1936-2007)

226 PALAFOX PLACE
NINTH FLOOR, SEVILLE TOWER
PENSACOLA, FLORIDA 32502

MAIL TO:

POST OFFICE BOX 1831
PENSACOLA, FLORIDA 32591-1831

July 20, 2011

Shirley Gafford
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32591-1591

RE: Case No. CE 06-09-0607
Location: 1810 W. Bobe Street
PR# 172S30-1500-017-006

Dear Ms. Gafford:

I was directed by Steve West of the Escambia County Attorney's Office to contact the board of county commissioners with regard to my request for a release and satisfaction of lien in the above referenced case.

I am writing to you with regard to a lawsuit brought by Walter Mortgage Company against my clients Mr. and Mrs. Tyrone Vanderhall and their daughter Taaka L. Brown to foreclose on a parcel of property. Escambia County was named as a defendant in the suit but was never served with a summons by Walter Mortgage Company. This is the case where Escambia County demolished a house owned by my clients where the demolition notice had been sent to the prior owner and Walter Mortgage Company. My clients never received notice of the demolition until the house had been effectively demolished. Litigation has been going on with Walter Mortgage Company for almost three years. We were able to conclude this matter recently in a court ordered mediation. My clients will now retain ownership of the now vacant lot.

The facts of this case were very unusual. My clients bought property from the plaintiff on July 31, 2007. The quitclaim deed and mortgage were signed on July 31, 2007. The plaintiff did not record the deed until September 5, 2007. On August 2, 2007, a letter was sent by Escambia County advising of a demolition notice for a lien that existed on the property prior to the sale. It was sent to the plaintiff and to the prior owner of the property. Plaintiff had obtained title through a mortgage foreclosure. The notice was not sent to my clients. Plaintiff went to the County after the notice of demolition and got the demolition extended. My clients

were not aware of this action. The plaintiff, however, for reasons not known, did not solve the problem and the house was demolished by a contractor hired by the County in December of 2007. Mr. Vanderhall, who had been making repairs to the interior of the house, went to the property after the house was virtually demolished. He and his family were not aware of the demolition notice.

My clients purchased the house with the intent of it being a family home for his daughter Taaka L. Brown who has several children. The impact of the last three years arising out of this case has been very difficult for my clients.

Because of the very unusual facts of this case, my clients would request that Escambia County agree to satisfy the lien placed on the property in O.R. Book 6091 at page 479 of the public records of Escambia County, Florida, and any liens that may arise out of the demolition. A copy of the order establishing the lien is enclosed herein. Because of the fact that the property was demolished with no notice to my clients, and because of the other unique facts of this case, I would hope that Escambia County would consider this request to satisfy the recorded lien and any future lien from the demolition without the payment of any funds. If you need further information on this foreclosure case, however, I will be happy to discuss it with you or the appropriate person in your office.

Please advise if this matter can be considered by the Board of County Commissioners with regard to satisfaction of the lien and potential lien at a future meeting. Thanks.

Sincerely,

Shell, Fleming, Davis & Menge

Charles L. Hoffman, Jr.

Cl.H/alm
Enclosures
cc: Clients
File No. H4760.00000

Sandra F Slay

From: Stephen G. West
Sent: Thursday, July 28, 2011 8:48 AM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: RE: 1810 W Bobe Lien forgiveness request

Sam:

This one does not fall within any of the criteria that permit Randy to deny relief. So it can be scheduled to be heard by the BCC. Note that the costs and fines were not included, and we will need that when it is placed on the agenda.

-----Original Message-----

From: Sandra F Slay
Sent: Thursday, July 28, 2011 8:13 AM
To: Stephen G. West
Subject: FW: 1810 W Bobe Lien forgiveness request

Please review

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Thursday, July 28, 2011 8:06 AM
To: Sandra F Slay
Subject:

This E-mail was sent from "MPC5000" (Aficio MP C5000).

Scan Date: 07.28.2011 09:05:43 (-0400)
Queries to: code_copier@myescambia.com



Office of Environmental Enforcement



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

Property Address: 1810 W Bobe Road
Property Owner: John Kyles
Original Complaint: Overgrowth , trash, debris and abandoned house
EE Case #: CE06090607

- 09/25/06 Received complaint for trash, overgrowth and abandoned house
- 10/12/06 Conducted investigation- found overgrowth, trash, debris and dilapidated house
- 10/26/06 Note in file indicated notice of violation was sent regular mail. No copy of notice in file.
- 10/31/06 Officer note: No contact from owner. Requested title search.
- 12/13/06 Title search ordered
- 01/04/07 Received title search and request for special magistrate made by officer.
- 01/25/07 Petition for hearing was sent certified mail and regular mail.
- 01/30/07 Copy of hearing notice was posted on property and photo taken.
- 02/13/07 Certified notice of hearing returned marked "Unclaimed"
- 02/15/07 Hearing held. \$1,100.00 court cost awarded to county and \$25.00 per day fine. Fines started 02/24/07.
- 02/17/07 Copy of order sent certified mail and regular mail. Order returned marked "Unclaimed".
- 02/24/07 Reinspection conducted and violations remained.
- 03/23/07 Reinspection conducted and violations remained.
- 08/06/07 Final Notice Prior to Demolition was sent certified mail and regular mail. Returned marked "Not deliverable". Copy of Final Notice Prior to Demolition was also sent to Walter Homes Mortgage Company and was signed for by M. Ferrer.
- 08/2007 Property was put out for bid.
- 12/17/07 File has copy of two messages for Charlie Walker from Mr. Vanderhall. No notes in file related to conversation if one was held.
- 12/18/07 Officer Thagouras filed affidavit of compliance.
- 12/19/07 Received invoice from contractor for abatement.

- 09/05/07 Quit Claim Deed was filed with Official Records between Walter Mortgage Company and Taaka Brown, Tyrone Vanderhall and Teresa Vanderhall.
- 08/06/08 Office received summons between Walter Mortgage Company and Mr. Vanderhall.

- 10/14/08** Received copy of "Notice of Compliance with Defendant's First Request for Production between Walter Mortgage Company and Tyrone Vanderhall.
- 11/25/08** Office Received subpoena Duces Tecum of Non-party without deposition between Walter Mortgage Company and Mr. Vanderhall.

Lien Amount

Court Cost	\$1,100.00
Fines (\$25.00 per day)	\$7,300.00
Abatement Cost	<u>\$3,980.00</u>
TOTAL	\$12,380.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1206

Written Communication Item #: 7. C.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: Environmental (Code) Enforcement Lien Relief – 2400 Blk. Johnson Avenue

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

July 22, 2011 - Email communication from Don Brantley requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 2400 Block Johnson Avenue.

Recommendation: That the Board review and consider lien relief request made by Donald Brantley against property located at 2400 Block Johnson Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

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

Due to extenuating circumstances, Mr. Donald Brantley has made a request to be placed on the August 4, 2011, Board of County Commissioner's Meeting, under Written Communication.

BACKGROUND:

On April 15, 2004, the Office of Environmental Enforcement received a complaint for overgrowth on a holding pond.

A notice of violation was sent to listed owner via regular and certified mail. Certified notice of violation was received and signed for by Sandra Boner.

On May 5, 2004, our office received a letter from Etheridge Property Management stating they were not the owners of the property in question.

A memo was sent to the County Legal Department for review and to determine the true owner of property. Our office received an email from Stephen West, County Attorney's Office, stating the owners of property were Donald and Robyn Brantley and they were to be noticed.

May 28, 2004, a notice of violation was sent regular and certified mail to Mr. and Ms. Brantley. Certified notice was received and signed for by Donald Brantley.

August 26, 2004, title search was ordered and revealed title was vested in Donald and Robyn Brantley.

December 10, 2004, violations remains and property was scheduled for Special Magistrate. Mr. Brantley received notice for court sent certified mail.

December 28, 2004, hearing was held and owners were found to be in violation. Owners were ordered to remove overgrowth with a deadline of 1/10/05. \$675 was awarded to the County for court cost and a \$25.00 per day fine was issued.

October 28, 2005, Escambia County foreclosed on property.

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

BUDGETARY IMPACT:

The itemized costs shown in the Code Enforcement Lien are:

A. Administrative Cost: \$675.00

B. Daily Fines: \$7,225.00

TOTAL: \$7,900.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution, the Release will be sent to the Escambia County Clerk of the Court for recording.

Attachments

2400 Blk. E Johnson Avenue



Office of Environmental Enforcement



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

Property Address: 2400 Blk E Johnson
Property Owner: Etheridge Property Mgt.
Original Complaint: Overgrown holding pond
EE Case #: CE04-04-0229

- 04/15/04 Received complaint for overgrown holding pond.
- 04/21/04 Notice of violation sent certified mail and regular mail. Certified mail returned signed for by Sandra Boner.
- 05/05/04 Received letter from Etheridge Property Management stating they were not the owners of holding pond.
- 05/04/04 Memo sent to county legal for review of true ownership. See attachments.
- 05/18/04 E-mail from Stephen West stating to notice Donald and Robyn Brantley with notice of violation.
- 05/28/04 Notice of Violation sent to owners regular and certified mail. Notice received and signed for by Donald Brantley.
- 08/26/04 Title search ordered and shows title vested in Donald S. Brantley and Robyn S. Brantley.
- 12/10/04 Violations remain. Scheduled for Special Magistrate.
- 12/28/04 Hearing held and owners were found to be in violation. Ordered to remove all overgrowth. \$25.00 per day fines, \$675.00 court cost and a dead line of 1/10/05 to abate violations.
- 10/27/05 County filed foreclosure on property.

Lien amount	<u>Cost</u>
Court Cost	\$675.00
Daily Fines (\$25.00 per day 1/11/05-10/27/05)	<u>\$7,225.00</u>
TOTAL	\$7,900.00

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

Sandra F Slay

From: Don Brantley [donbrantley2@att.net]
Sent: Friday, July 22, 2011 7:22 AM
To: Sandra F Slay
Subject: Lien against Cambridge mills Holding Pond 3

Sandra,

Thank you for helping me with getting things in order to appear before the County Commissioners two weeks from today. If anything about this email doesn't meet the Boards standards to be put on the agenda, which should be on August 4, 2011, please let me know.

I would like to thank the Board for allowing me to present my request before them this 21 day of July 2011.

To reiterate my situation let me begin with I learned of this lien in the amount of \$675.00 beginning on January 11,2005. Last week as the title was being searched in order to sell my Monther-in-law's House.

My wife's mother died 2 years ago. She had no money to pay for her care at a local nursing home, so she borrowed \$100,000 from Regions bank as a home equity loan. My wife and her sisters had to rent the house in-order to pay the bank. A couple of months ago they realized they were losing money every month, as well as the renters announced they would be moving out. None of them could pick up the slack. They would loose the house. One sister is a retiring school teacher and has lost most of her pension to the economy. The other is retired and tries to live on her Social Security. My wife and I were the well to do side of the family developing and building in Escambia County. However, 3 years ago I had a lung removed and have not been able to work since. Also I am, 30 months behind in my house payments and may be foreclosed on at any time. Plus my subdivision Lakes of Carrington was foreclosed on by First National Bank because the two builders who had all the lots under-contract went broke, didn't pay me and I couldn't pay the bank. Links of Carrington, my Golf Course Community North of Cantoment was foreclosed on last Tuesday by the contractor. Presently my only income is SSDI.

This \$20,000 my wife was going to get from the sale of her mothers house will have to last us till I don't know when. I am currently in Vocational rehab trying to find something I can do to put food on the table, not to mention

paying utilities, insurance etc. I can only work a couple of hours per day and with the present job market, Vocational rehab cannot find me a job. They are thinking about paying for me to get my real estate license, but that may be jumping out of the frying pan into the

fire. I do own a couple of out parcels, but they are in jeopardy to the creditors due to deficiency's after the foreclosures.

I am telling you all this because the \$7200.00, due to the \$25.00 per day charge is all we have to live on. Plus remember the situation was just 3 months before

this lien was issued, I lost my house in hurricane Ivan, I mean down to a vacant lot. My office was in my home and even though I signed for the certified

letter, things were so upside down, I have no recollection of ever seeing it. If I had I would have taken it to my attorney for council on how to handle it. We were already not paying the taxes, which I am sure you understand, and at some point the county said they were foreclosing on me due to non payment of taxes. This was great because all I ever wanted was for the county to accept the pond for maintenance. Back when the Cambridge Mills was approved by the county, Cindy Anderson gave us a letter saying the county would accept the pond. Then they didn't because it didn't have a positive outflow. The county should have said that to begin with because it was designed and approved without

a positive outflow.

I tried to maintain it, but a neighbor would call every other week and complain to code enforcement and I would clean it up and the code enforcement officer would approved it then the county came out and re-cleaned it and charged me. This would have never happened if the county had accepted it when complete, or rejected it when designed. I sure didn't want to own a holding pond.

Regardless, I spent a lot of money keeping it up and legal fees from my attorney

trying to get the county to accept it. At one point I offered to put the gate and ramp in, but Richard ? said he still wouldn't accept it. I could have paid to do that then but now I really can't afford \$7200.00. Please forgive me of the penalty. This is truly a hardship situation. Also I forgot to mention that just a few months ago 2 lots I still owned in White Cedar Gardens were sold for the tax deeds even though they were worth currently \$40,000 each, I just didn't have the money to keep them.

Over the years I have done many things for Escambia County above the call of duty. A few of them are listed below:

1. I connected Olive Road to Nine Mile road by developing and constructing Cody

Rd. The county paid a part of this, but when I asked the county to help with the entire expense, they refused to do it.

2. I recently gave the county approx. 25' X 150' on the corner of Olive and Cody so the county could add a turn lane. I didn't ask the county to pay anything for this valuable corner, but asked for help with the White cedar taxes

which includes the Cody road property. They would not help. As stated above I lost \$80,000 in lots to tax liens.

3. I had completed White Cedar Gardens several years ago, and was ready to begin selling lots. The county spent 1 1/2 years debating whether to extent I 110 North through White Cedars. I had to pay the Bank \$25,000 per month losing \$450,000 in interest to the bank. I continued to ask the county to make a decision so I could sell lots or the county could buy the property. They took their time, and gave me nothing for my loss.

I was born in Escambia County and lived here all my life. My Dad built and developed for 25 years before I did. I have spent my life promoting Escambia County. I am simply asking for a little help from the county.

Please Forgive the penalty portion of the Lien

Sincerely
Don Brantley

Sandra F Slay

From: Becky L. Azelton
Sent: Thursday, July 21, 2011 10:19 AM
To: Sandra F Slay
Subject: FW: 2400 blk Johnson Ave

This is the one that will be coming to PF tonight. Thanks

From: Cheri D. Cook
Sent: Wednesday, July 13, 2011 2:07 PM
To: Becky L. Azelton
Cc: Melissa A. Reber
Subject: FW: 2400 blk Johnson Ave

Becky,

Per your request.

Cheri

From: Brenda Robinson [mailto:brobinson@escambiaclerk.com]
Sent: Wednesday, July 13, 2011 1:33 PM
To: Melissa A. Reber; Brenda Robinson
Cc: Dianne D. Taylor; Cheri D. Cook
Subject: RE: 2400 blk Johnson Ave

Melissa –

I am sorry. But, I was not waiting on Steve's response. I am waiting to find out how much is owed on this lien. I had already spoken with Steve regarding this matter before I ever spoke with you. It had already been determined that the lien needed to be paid in order for Brantley's other properties to be released from the lien. As I attempted to explain yesterday, this particular code enforcement lien was not foreclosed. So, it needs to be paid. However, I cannot "advise" the title company on how much is owed on the lien when I can not seem to get my hands on any information as to what is due. Does anyone know how much the County spent in connection with this parcel of property as it relates to the code enforcement lien?

Brenda B. Robinson
Director - Judicial Services
Official Records Division
Clerk of the Circuit Court & Comptroller
Escambia County, Florida
(850)595-3937
(850) 595-4827 (fax)

From: Melissa A. Reber [mailto:MAREBER@co.escambia.fl.us]
Sent: Wednesday, July 13, 2011 1:10 PM
To: Brenda Robinson

Cc: Dianne D. Taylor; Cheri D. Cook
Subject: FW: 2400 blk Johnson Ave

Brenda:

Steve West's response is below. Does this help so you can advise the title company?

Melissa Reber, Abatement Officer
Escambia County Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
PH: 850.595.1836; Cell: 850.554.2760
FX: 850.595.1840

From: Stephen G. West
Sent: Wednesday, July 13, 2011 1:02 PM
To: Melissa A. Reber
Cc: Brenda J. Spencer
Subject: RE: 2400 blk Johnson Ave

Melissa:

The Nixon Firm did not foreclose any code enforcement liens. So the 2004 code enforcement lien is still unsatisfied, and it encumbers all of the property of the violator even if the violation parcel is now with the County.

From: Melissa A. Reber
Sent: Wednesday, July 13, 2011 12:07 PM
To: Stephen G. West
Cc: Brenda Robinson; Dianne D. Taylor
Subject: 2400 blk Johnson Ave

Steve:

We have a title company calling Brenda in Official Records regarding a piece of property they are attempting to do a closing on. It appears the property they are trying to close on may be encumbered by a couple of old Nuisance Abatement Liens. The history is there a holding pond owned by Donald and Robyn Brantley. We took the property to court on two occasions which resulted in cleaning it one time and placing the lien for that clean-up (BK 4865 PG 1800) We then took it to court again in 2004 and getting an Order (BK 5554 PG 1685) which had \$675.00 in court costs however, we did not clean it this time because Nixon and Assoc. foreclosed on it in 2005 and the County took Certificate of Title.

The question is: Since we took title of the holding pond with the two liens on it are the liens gone? Nixon & Assoc. never did or recorded a release of lien they are still showing in the Official Records. I understand that since the County now owns it we are not responsible for the lien but don't those liens still encumber the other properties that the Brantley's owned at the time we placed those liens? And in particular the property they are currently trying to sell? Below you will see a re-cap from Dianne Taylor. Brenda is waiting on your advise before she advises the title company. Thanks

Melissa Reber, Abatement Officer
Escambia County Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 W
Pensacola, FL 32505

PH: 850.595.1836; Cell: 850.554.2760
FX: 850.595.1840

From: Dianne D. Taylor
Sent: Wednesday, July 13, 2011 11:43 AM
To: Melissa A. Reber
Cc: 'Brenda Robinson'
Subject: 2400 blk Johnson Avenue

Melissa,

Attached is the information concerning another lien, a Code Enforcement lien CE-04-04-0229. This lien was not included in the 2005 Nixon & Associates foreclosure [suit 1 property 10] on the above property so I believe Brantley owes you on the CE Lien. However, you need to check with Steve. The time-frame and information is below.

3/7/2002 Nuis Abate lien [4865/1800] CE-01-07-0432
1/4/2005 CE Lien [5554/1685] CE-04-04-0229
4/20/2005 Lis Pendens CE-01-07-0432
9/16/2005 Final Judgment [5729/622] CE-01-07-0432

Dianne Taylor
Escambia County BOCC
Management & Budget Services Department
221 Palafox Place
Pensacola, FL 32502
Voice: 850-595-4996
Email: dianne_taylor@co.escambia.fl.us

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald S. and
Robyn S. Brentley
461 Madura Dr.
Gulf Breeze, FL 32561
#980 04-04-0229

2. Article Number
(Transfer from service label)

7003 2260 0000 2667 3561

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

- Agent
 Addressee

B. Received by (Printed Name)

Don Brentley

C. Date of Delivery

6/7/04

D. Is delivery address different from item 1?
If YES, enter delivery address below:

- Yes
 No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

- Yes

US
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only - No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

GULF BREEZE FL 32561

Postage	\$ 6.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 10.42

7003 2260 0000 2667 3561

FL 32506-5506
MAY 28 2004
05/28/2004 USPS

Sent To: Brentley
Street, Apt. No., or PO Box No.: 461 Madura Dr
City, State, ZIP+4: Gulf Breeze, FL 32561

PS Form 3800, June 2002



Department of Solid Waste Management
Environmental Code Enforcement Division

1190 W. Leonard St.
Pensacola, Florida 32501
Phone: 850.595.3515
Fax: 850.595.3407



R. Mark Triplett, P.E., DEE Director

May 28, 2004

Return Receipt Requested # 7003 2260 0000 2667 3561
Re: Case CE04-04-0229.

Donald S. and Robyn S. Brantley
4161 Madura Dr.
Gulf Breeze, FL 32561

FILE COPY

Dear Donald S. and Robyn S. Brantley:

NOTICE OF VIOLATION(S)

This letter is to advise you of the violation(s) for which you are responsible and to seek your cooperation in resolving this matter. An investigation conducted on **April 20, 2004 at PR # 161S30-4106-000-020 also known as 2400 Blk. Johnson Ave.** (See attached legal description), reveals that a violation(s) of State Statute(s)/Escambia County Ordinance(s) LDC 4.06.13 and **Sec. 30-203(e)** exists at the described location.

Continuing Obligation LDC 4.06.13
Method of abating

Continue to maintain all approved elements of an approved site plan, including landscape, appearance and other site development performance standards

Nuisance Conditions Sec. 30-203(e) The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following:

- The minimum parcel size shall be one acre or more; and
- The parcel may not be located in a platted or unplatted residential subdivision; and
- The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article

Method of abating nuisances Sec. 30-204(d)

Removal of all overgrowth and continue a scheduled maintenance

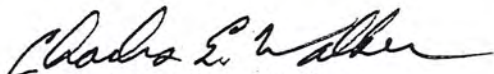
We request that you contact **Officer Reber at 595-3523 with Environmental Code Enforcement within five (5) days after receiving this letter to arrange corrective action to be taken.** Please be advised this letter is part of our investigative procedures according to State Statute(s)/Escambia County Ordinances(s). We look forward to your cooperation in completing this investigation. Failure to abate the violation(s) within ten (10) calendar days of receipt of this certified notice will result in legal action by Escambia County Environmental Code Enforcement, including but not limited to clean up of the property, demolition of deteriorated or dilapidated building(s) and the imposition of a lien for any cost incurred to the County for these actions.

Donald S and Robyn S. Brantley
CECE04-04-0229
May 28, 2004
Page 2 of 2

You should abate or contest the violation(s) in writing within *ten (10) days* of receipt of this notice. Mail request, ***“Return Receipt”***, to the attention of **Charles E. Walker, Chief, Department of Solid Waste Management, Environmental Code Enforcement Division, 1190 W. Leonard Street, Pensacola, Florida 32501.**

Sincerely,

Melissa Reber #980
Environmental Code Enforcement Officer



Charles E. Walker, Chief
Environmental Code Enforcement Division

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR ESCAMBIA COUNTY
CIVIL ACTION

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2005 APR 13 P 3:39

CIRCUIT CIVIL DIVISION
FILED & RECORDED

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of the State of Florida,
Plaintiff,

Case Number: 2005 CA 689

vs.

Division: B

CERTAIN LANDS upon which nuisance
abatement liens are delinquent,

Defendant(s).

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2005 APR 20 P 12:08
CIRCUIT CIVIL DIVISION
FILED & RECORDED

NOTICE OF LIS PENDENS

TO THE DEFENDANTS AND TO ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of the above-styled action by the above-named Plaintiff against you, seeking to foreclose delinquent special assessments on the following described property located in Escambia County, Florida, to-wit:

(See Descriptions contained in Exhibit "A" Attached hereto)

The relief sought as to such property is for the foreclosure of nuisance abatement liens.

YOU WILL PLEASE GOVERN YOURSELF ACCORDINGLY.

Dated this 8th day of APRIL, 2005.


VICTOR H. VESCHIO, ESQ.
Nixon Firm, LLC
Joyner Jordan-Holmes, P.A.
3105 W. Waters Avenue, #204
Tampa, Florida 33614
PH (813) 933-7722 or 866-220-2400
FBN: 0136794
Attorneys for Plaintiff

Foreclosure

E X H I B I T A

PROPERTY NUMBER 1

County Account Number: 11-2631-000

- a) Legal Description: W 206 FT OF S 460 FT N 560 FT OF LT 7 BLK A PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 4762 P 1182 SEC 9/17/T 1N R 31 LESS OR 1574 P 308 WALKER LESS OR 1900 P 827 WALKER.
- b) Property Address: 242 Madrid Road
- c) Record Title Holder (Owner): First Union National Bank

PROPERTY NUMBER 2

County Account Number: 06-0129-000

- a) Legal Description: LOT 12, ROOSEVELT SUBDIVISION, BEING A PORTION OF LOT 3 OF A SUBDIVISION OF LOT 1, IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO A MAP OF SAID ROOSEVELT SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 62 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

Property Address: 2923 Mission Road, Pensacola, FL 32505

PROPERTY NUMBER 3

County Account Number: 06-2410-000

- a) Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S ½ OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.
- b) Property Address: 1201 W. Cross Street; Pensacola, Florida
- c) Record Title Holder (Owner): Estate of William Dortch, Will Dortch and Lelia May Dortch

PROPERTY NUMBER 4

County Account Number: 05-2200-108

- a) Legal Description: LOT 4, VALENCIA ARMS, A SUBDIVISION OF A PORTION OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 EAST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 7, PAGE 99, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- b) Property Address: 829 Massachusetts Avenue
- c) Record Title Holder (Owner): Bobby L. Hayes, Jr. and Kasandra L. Hayes

PROPERTY NUMBER 5

County Account Number: 08-1387-000

- a) Legal Description: LOT 17, BLOCK 2, DURSCHLAG'S SUBDIVISION, IN SECTIONS 50 AND 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 44 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- b) Property Address: 10 Runyan Street
- c) Record Title Holder (owner): Rosia Lee K. Nelson

PROPERTY NUMBER 6

County Account Number: 13-2215-750

- a. Legal Description: LOT 22, BLOCK 134, EAST KING TRACT, CITY OF PENSACOLA, BELMONT TRACT,, ESCAMBIA COUNTY, FLORIDA.
- b. Property Address: 2300 Block N. Baylen Street

Record Title Holder (owner): Liza Manuel

PROPERTY NUMBER 7

County Account Number: 02-0538-000

- a. Legal Description: ALL OF BLOCK 12 AND # ½ OF ELEANOR AVENUE ADJOINING ON WEST, LESS AND EXCEPT THE SOUTH 70 FEET OF THE NORTH 140 FEET OF THE EAST 130 FEET, AND LESS AND EXCEPT THE SOUTH 210 FEET AND THE E ¼ OF ELEANOR AVENUE ADJOINING THE SOUTH 210 FEET.
- b. Property Address: 8800 Block N. Doris Avenue, SW corner of Doris/Caro Street

Record Title Holder (owner): Jo Ellen Peters

PROPERTY NUMBER 8

County Account Number: 06-2867-500

- a. Legal Description: SOUTH 90 FEET OF LOTS 14 AND 15, BLOCK 41, ENGLEWOOD HEIGHTS, ACCORDING TO PLAT RECORDED IN DEED BOOK 59, PAGE 107 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- b. Property Address: 1004 W. Hatton Street
- c. Record Title Holder (owner): Leroy Henderson and Mattie L. Henderson

PROPERTY NUMBER 9

County Account Number: 06-1481-000

- a. Legal Description: LOT 15, BLOCK 55, HAZELHURST, A SUBDIVISION OF LOT 4, AND PART OF LOTS 3 & 5, IN SECTION 17, AND LOTS 3 & 4, SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN O.R. BOOK 2701, PAGE 569, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- b. Property Address: 2708 W. Bobe Street

Record Title Holder (owner): Donald L. Kent and Shirley Ann Kent

PROPERTY NUMBER 10

County Account Number: 02- 2098-200

- a. Legal Description: PARCEL "B" CAMBRIDGE MILLS, AS RECORDED IN PLAT BOOK 15, PAGES 20 AND 20A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- b. Property Address: 2400 Block Johnson Avenue

Record Title Holder (owner): Donald S. Brantley and Robyn S. Brantley

PROPERTY NUMBER 11

County Account Number: 09-0795-300

- a. Legal Description: A portion of Section 16, Township 1 South, Range 31 West, Escambia County, Florida, as more

particularly described as follows: BEG AT SW COR OF SE
¼ OF SEC 16 N 1 DEG 75 MIN W 238 FT TO NLY R/W LI OF US
HWY 90 S 60 DEG 30 MIN E ALG SD R/W 2961 61/100 FT N 0
DEG 50 MIN E 115816/100 FT TO POB CONT N 0 DEG 50 MIN E
207 72/100 FT N 89 DEG 10 MIN W 208 72/100 FT S 0 DEG
50 MIN W 208 72/100 FT S 89 DEG 10 MIN E 208 72/100 FT
TO POB OR 1215 P 583 OR 4278 P 688 CASE #98-136-CP-03,
ESCAMBIA COUNTY, FLORIDA.

- b. Property Address: 7501 Jamesville Road, Pensacola, FL
32526

Record Title Holder (owner): Jimmie W. Lee

PROPERTY NUMBER 12

County Account Number: 06-0479-000

- a. Legal Description: Lot 7, Block R, Re-subdivision of a
Portion of Oakcrest Unit No. 2, a subdivision of a
portion of Section 16, Township 2 South, Range 30 West,
Escambia County, Florida, as recorded in Plat Book 3,
Page 82 of the Public Records of Escambia County,
Florida.
- b. Property Address: 202 Opal Avenue
- c. Record Title Holder (owner): Mark Vigo

From: "Stephen West" <stephen_west@co.escambia.fl.us>
Subject: Cambridge Mills Subdivision
To: Melissa Reber <melissa_reber@co.escambia.fl.us>

Thu 4:17 PM

Melissa:

I have reviewed the information you provided regarding the holding pond at Cambridge Mills subdivision. Please use the information in the Tax Collector's database and serve Donald and Robyn Brantley with the Notice of Violation. Even though the Brantley's attempted to convey the pond to the homeowners' association, the conveyance was never accepted. The affidavit you provided confirms this. As a result, the Brantleys remain the owner's of the holding pond.

Memorandum

Department of Solid Waste Management
Environmental Code Enforcement Division
1190 W. Leonard St.
Pensacola, Florida 32501
Phone: 850.595.3537



To: Steven West
Assistant County Attorney

From: Melissa Reber #980 *Melissa Reber*
Environmental Enforcement Officer

Thru: Charles E. Walker, Chief
Environmental Enforcement Division

Re: Code Enforcement Case Review

Date: May 4, 2004

I submit for your review and opinion on ownership involving a holding pond for the Cambridge Mills Homeowners Association (HOA) located in the 2400 Blk. E. Johnson Ave. I have attached ownership and official records information as well.

April 15, 2004 Complaint received regarding overgrown holding pond

April 20, 2004 Initial investigation revealed minor overgrowth in this holding pond. Pond is dry. conversation with Chris Curb in Engineering to see if he had any history on the pond. He advised he is well aware the pond does function well, he said very well however there was a punch list given to the developer advising the County would not except till items were done. Chris Curb advised the Engineering file contains much correspondence on this pond.

April 21, 2004 Certified letter sent to owner of record with Tax Collectors Office as well as certified copy to Ethridge Property Management, property managers for Cambridge Mills HOA. Official Records show a deed from Donald S. Brantley (Developer) to Cambridge Mills HOA recorded in Official Records in September 2003 deeding this holding pond over. December 2003 an Affidavit was recorded in Official Records by Cambridge Mills HOA basically contesting the deed from Mr. Brantley. Phone call to Ethridge Properties to determine if they maintain the holding pond. Representative advised they do not and explained their position. I told her that I had to notice who I show as owner of record and they would have to handle the deed matter through civil action

April 30, 2004 Received a call from Ethridge Properties advising that they received my letter and went to the Property Appraisers Office presented the Affidavit and that the records will be changed back to Mr. Brantley.

May 4, 2004 Tax collectors records now reflect Donald S. Brantley however Property Appraisers Office Still show Cambridge Mills HOA as owner.





Department of Solid Waste Management
Environmental Code Enforcement Division

1190 W. Leonard St.
Pensacola, Florida 32501
Phone: 850.595.3515
Fax: 850.595.3407



R. Mark Triplett, P.E., DEE Director

4/21/2004

Return Receipt Requested # 7003 2260 0007 4225 0411
Re: Case CE04-04-0229

Cambridge Mills Homeowners Association, Inc.
8401 Millstream Dr.
Pensacola, FL 32514

Dear Gentlemen/Ladies:

FILE COPY

NOTICE OF VIOLATION(S)

This letter is to advise you of the violation(s) for which you are responsible and to seek your cooperation in resolving this matter. An investigation conducted on April 20, 2004 at PR # 161S30-4106-000-020 also known as 2400 Blk. Johnson Ave. (See attached legal description), reveals that a violation(s) of State Statute(s)/Escambia County Ordinance(s) No. Sec. 30-203(e) exists at the described location.

Nuisance Conditions Sec. 30-203(e) The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following:

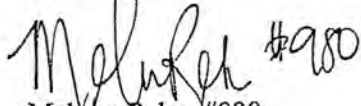
- The minimum parcel size shall be one acre or more; and
 - The parcel may not be located in a platted or unplatted residential subdivision; and
 - The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article
- Method of abating nuisances Sec. 30-204(d)
Removal of all overgrowth

We request that you contact Officer Reber at 595-3523 with Environmental Code Enforcement within five (5) days after receiving this letter to arrange corrective action to be taken. Please be advised this letter is part of our investigative procedures according to State Statute(s)/Escambia County Ordinances(s). We look forward to your cooperation in completing this investigation. Failure to abate the violation(s) within ten (10) calendar days of receipt of this certified notice will result in legal action by Escambia County Environmental Code Enforcement, including but not limited to clean up of the property, demolition of deteriorated or dilapidated building(s) and the imposition of a lien for any cost incurred to the County for these actions.

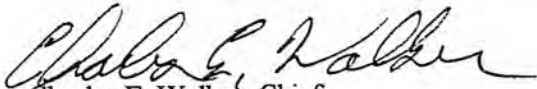
Cambridge Mills Homeowners Association, Inc.
CECE04-04-0229
April 21, 2004
Page 2 of 2

You should abate or contest the violation(s) in writing within ten (10) days of receipt of this notice. Mail request, "Return Receipt", to the attention of **Charles E. Walker, Chief, Department of Solid Waste Management, Environmental Code Enforcement Division, 1190 W. Leonard Street, Pensacola, Florida 32501.**

Sincerely,



Melissa Reber #980
Environmental Code Enforcement Officer



Charles E. Walker, Chief
Environmental Code Enforcement Division

Cc: RR# 7003 2260 0007 4225 0428
Etheridge Property Management
3298 Summit Blvd.
Pensacola, FL 32503

PREPARED BY:
Stephen R. Moorhead, Esquire
McDonald, Fleming, Moorhead, Ferguson,
Green, Smith, Blankenship & Heath, LLP
4300 Bayou Boulevard, Suite 13
Pensacola, FL 32503

DEED DOC STAMPS PD @ ESC CO \$ 0.70
09/11/03 ERNIE LEE WAGNER, CLERK
By: [Signature]

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: THAT **DONALD S. BRANTLEY and ROBYNS. BPANTLEY, husband and wife**, hereinafter called Grantors, for and in consideration of the sum of Ten and No/100 Dollars, the receipt whereof is hereby acknowledged, do bargain, sell and convey the below described property, situate, lying and being in the County of Escambia, State of Florida, unto **CAMBRIDGE MILLS HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 8401 Millstream Drive Pensacola, FL 32514 and whose federal identification number is _____, hereinafter called Grantee, its administrators, successors and assigns:

Parcel "B", Cambridge Mills, as recorded in Plat Book 15 at Page 20 and 20A of the public records of Escambia County, Florida.

(Property ID No.: 16-1S-30-4106-000-020)

And Grantors do hereby fully warrant the title to the property and will defend the same against the lawful claims of all persons whomsoever. Subject to taxes for the current year and restrictions and reservations of record which are not hereby reimposed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 3rd day of September 2003.

Witnesses:

[Signature]
Printed name of witness Stephen R. Moorhead

[Signature]
DONALD S. BRANTLEY

[Signature]
Printed name of witness REBECCA HALLETT

[Signature]
ROBYNS. BRANTLEY

[Signature]
Printed name of witness Stephen R. Moorhead

[Signature]
Printed name of witness REBECCA HALLETT

AFFIDAVIT

RCD Dec 05, 2003 08:04 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-179922

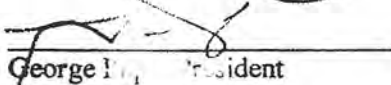
State of Florida

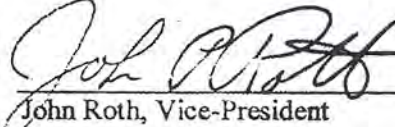
County of Escambia


Before the undersigned authority, this date personally appeared the Board members of the Cambridge Mills Homeowners Association (the HOA), President George Pape, Vice-President John Roth, and Treasurer/Secretary Michael Hamlin, who being duly sworn on oath deposes and says:

1. That the Board, at its October 29, 2003 meeting, reviewed a letter dated October 3, 2003 as authored by Mr. Donald Brantley and Mr. Stephen Moorhead.
2. That the letter accompanied a recorded quitclaim deed (Book #, Page #) that attempted to transfer property ownership of the retention pond property (parcel ID# 16-1S-30-4106-000-020) owned by Mr. Brantley to the HOA.
3. That the HOA at no time gave permission to Mr. Brantley or his agent to record such a document and that the HOA does not recognize this quitclaim deed as having any contractual or legal value whatsoever.
4. That the HOA, upon review of the recorded plat, realizes that the retention pond property is to remain private, and that this property was not to be dedicated to the HOA as per the entrance island.
5. That the HOA does not have any desire or interest or legal responsibility to provide maintenance on this private property nor does the HOA have any interest in ownership of the property.

Further affirms saith naught.

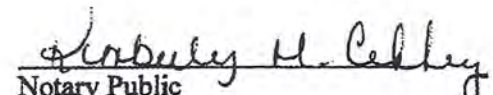

George Pape, President


John Roth, Vice-President

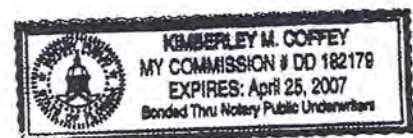

Michael Hamlin, Trsr./Secr.

State of Florida
County of Escambia

Sworn to and subscribed before me this 30th day of November, 2003 by George Pape, John Roth, and Michael Hamlin, who presented driver's licenses as identification and who did take an oath.


Notary Public

Prepared by and return
original documents to:
Kim Co
Ethereal Property Management
3298 Sullivan Blvd., Suite 4
Pensacola, FL 32503

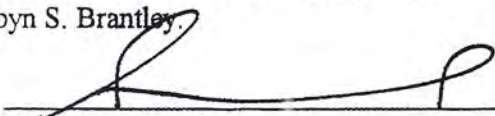


OR BK 5237 PG1254
Escambia County, Florida
INSTRUMENT 2003-145333

RCD Sep 11, 2003 10:37 am
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3 day of September, 2003, by Robyn S. Brantley.



NOTARY PUBLIC

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



Stephen R. Moorhead
MY COMMISSION # DD126253 EXPIRES
October 23, 2006
BONDED THRU TROY FAIN INSURANCE, INC

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-145333



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1253

Public Hearings Item #: 9.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: 5:31 p.m. Public Hearing concerning proposed use of Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation

From: Derek Whidden

Organization: Escambia County Sheriff's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing concerning the application and the proposed use of "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation" funds.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation":

A. Ratify the scheduling of the August 18, 2011, 5:31 p.m. Public Hearing, for the purpose of soliciting public comment on the proposed use of "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation" funds received from the United States Department of Justice; and

B. Approve the Application and the proposed use of "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation" funds as follows: Escambia County Sheriff's Office - to include salaries for helicopter operations and law enforcement equipment support purchases; total estimated amount of funds for Escambia County, Florida, is \$173,718.

BACKGROUND:

The Board will receive \$173,718 from the United States Department of Justice for use in Law Enforcement for Escambia County. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

BUDGETARY IMPACT:

These funds are made available through the Bureau of Justice of Assistance, "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation for the period October 1, 2010, through September 30, 2014. There is no match requirement for this Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Applicants must provide an opportunity for the public to comment on their JAG application. The manner in which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included in the Review Narrative portion of the application (along with information the governing body review). If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until documentation confirming the public comment requirement was completed has been submitted. Common forms of public notification include website and newspaper postings, and city council, tribal council, and county board hearings that are open to the public.

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

None

IMPLEMENTATION/COORDINATION:

Sheriff's Office will submit all program and financial reporting requirements.

Attachments

Sheriff Proposal

DOJ Application

Application for Federal Assistance

Abstract:

BJA FY11 Edward Byrne Justice Assistance Grant Program

Technological improvements and Helicopter Support for Escambia County Sheriff's Office.

Purchase Bluecheck RapidID is an interface into the State's Falcon RapidID system which takes fingerprints of individuals and checks them against the state as well as federal fingerprint databases. It delivers quick (generally less than 1 minute, often 30 seconds) matches or non-matches of offenders. Purpose Area: Law enforcement programs, Planning, evaluation, and technology improvement programs.

Purchase Automatic License Plate Recognition System (ALPR) is the automatic license plate recognition system and is a technology which utilizes Optical Character Recognition (OCR) to automatically read license plates and cross reference them against the state hot list as well as any custom License Plate hotlists developed locally. Purpose Area: Law enforcement programs, Planning, evaluation, and technology improvement programs.

Helicopter Operations

Personnel Cost Activities flying, maintaining the aircraft, and conducting the administrative functions of the air unit. He will also be assisting the Domestic Security section with planning, deployment and recovery before and after major events and disasters. Purpose Area: Law enforcement programs.

Review

The grant application was made available to the Chairman, Escambia County Board of Commissioners; The Honorable Kevin White, on July 25, 2011 via e-mail.

Public Comment will be available via a public hearing to be held on August 18th 2011 at 5:31 PM. Once hearing is held all documentation including any comments will be submitted.

Any Questions regarding this review process may be directed to Derek Whidden, at 850-436-9144 or risk@escambiaso.com.

Program Narrative:

The below document describe how the proposed projects for Escambia County will be funded with funds from this grant.

Each project submitted has specific measurable objective that will be used to judge the effectiveness of each program.

Equipment Bluecheck RapidID Total \$62,670

Purpose Area:

Law enforcement programs

Planning, evaluation, and technology improvement programs.

1. Purchase: Bluecheck RapidID is an interface into the State's Falcon RapidID system which takes fingerprints of individuals and checks them against the state as well as federal fingerprint databases. It delivers quick (generally less than 1 minute, often 30 seconds) matches or non-matches of offenders.

30 Falcon Rapif Id Device @ \$2039 = \$61,170

30 Bluetooth adapter @ \$50 = \$1,500

Equipment Automatic License Plate Recognition System

Purpose Area:

Law enforcement programs

Planning, evaluation, and technology improvement programs.

Total \$67,150

1. Purchase ALPR is the automatic license plate recognition system and is a technology which utilizes Optical Character Recognition (OCR) to automatically read license plates and cross reference them against the state hot list as well as any custom License Plate hotlists developed locally. It can also be used as an investigative tool since the cameras mounted on the Patrol Vehicle can circle a crime scene and record all vehicles present attaching GPS coordinates to photos of the vehicles and the Tags as well which are found in and around the scene at a given time.

Mobile ALPR Hardware and Software (5) @ \$13,430= \$67,150

Helicopter Operations FED JAG 8 month funding

Current funding will expire Feb 2012

Purpose Area:

Law enforcement programs

Total \$43,898

A. **Personal** –Pilot Base Salary Annual \$51,583 100% Activities flying, maintaining the aircraft, and conducting the administrative functions of the air unit. He will also be assisting the Domestic Security section with planning, deployment and recovery before and after major events and disasters.

Base Salary \$51,583 per year/12= 4,298 per month
 8 months X \$4298 = \$34,389

B. Fringe:

Dental	\$16.44	Per Month	
AD&D	\$2.00	Per Month	
Life	\$7.20	Per Month	
Health	\$543.45	Per Month	
Benefits Sub	\$569.09 per month		
			\$569 Month X 8 months = \$4,552

Ret 8 months @4.91%	\$1,594	
FICA 8 months@ 7.65	\$2,238	
W/C Annual	\$1,125	
Fringe Total 8 months		\$9,509

Fringe rates are based on department policy and the Florida Retirement System.

Total Requested is \$173,718

Budget Worksheet

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

FY 2011 Local Solicitation

Technological improvements and Helicopter Support for Escambia County Sheriff's Office.

A. Personnel \$34,389.00

Pilot Base Salary Annual \$51,583 100% Activities flying, maintaining the aircraft, and conducting the administrative functions of the air unit. He will also be assisting the Domestic Security section with planning, deployment and recovery before and after major events and disasters.

Base Salary \$51,583 per year/12= 4,298 per month
8 months X \$4298 = \$34,389

B. Fringe Benefits \$9,509.00

Dental	\$16.44	Per Month
AD&D	\$2.00	Per Month
Life	\$7.20	Per Month
Health	\$543.45	Per Month
Benefits Sub	\$569.09 per month	
	\$569 Month X 8 months = \$4,552	

Ret 8 months @4.91%	\$1,594
FICA 8 months@ 7.65	\$2,238
W/C Annual \$1,125	
Fringe Total 8 months	\$9,509

Fringe rates are based on department policy and the Florida Retirement System.

C. Travel \$0.00

None

D. Equipment \$129,820.00

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
1. Equipment Bluecheck RapidID	30 Falcon Rapif Id Device @ \$2039 =	\$61,170
	30 Bluetooth adapter @ \$50 =	\$1,500
2. Mobile ALPR Hardware and Software (5) @ \$13,430=		\$67,150

G. Consultants/Contracts \$0.00

None

Total Direct Costs \$173,718

Budget Summary Page

A. Personnel/Salary Costs	<u>\$34,389.00</u>
B. Fringe Benefits	<u>\$9,509.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$129,820.00</u>
E. Supplies	<u>\$0.00</u>
F. Construction	Unallowable
G. Consultants/Contracts	<u>\$0.00</u>
H. Other	<u>\$0.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$173,718</u>
Federal Request	<u>\$173,718</u>
Applicant Funds, if any, to be applied to this project	<u>0</u>

Budget Narrative:

A. Personnel

B. Pilot Base Salary Annual \$51,583 100% Activities flying, maintaining the aircraft, and conducting the administrative functions of the air unit. He will also be assisting the Domestic Security section with planning, deployment and recovery before and after major events and disasters.

C. Fringe Benefits

Dental	\$16.44	Per Month
AD&D	\$2.00	Per Month
Life	\$7.20	Per Month
Health	\$543.45	Per Month
Benefits Sub	\$569.09 per month	
		\$569 Month X 8 months = \$4,552

Ret 8 months @4.91% \$1,594

FICA 8 months@7.65 \$2,238

W/C 8 months \$1,125

Fringe Total 8 months \$9,509

Fringe rates are based on department policy and the Florida Retirement System.

D. Travel

No travel is authorized or anticipated.

E. Equipment

Purchase: Bluecheck RapidID is an interface into the State's Falcon RapidID system which takes fingerprints of individuals and checks them against the state as well as federal fingerprint databases. It delivers quick (generally less than 1 minute, often 30 seconds) matches or non-matches of offenders.

30 Falcon Rapif Id Device @ \$2039 = \$61,170

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Purchase ALPR is the automatic license plate recognition system and is a technology which utilizes Optical Character Recognition (OCR) to automatically read license plates and cross reference them against the state hot list as well as any custom License Plate hotlists developed locally. It can also be used as an investigative tool since the cameras mounted on the Patrol Vehicle can circle a crime scene and record all vehicles present attaching GPS coordinates to photos of the vehicles and the Tags as well which are found in and around the scene at a given time.

Mobile ALPR Hardware and Software (5) @ \$13,430= \$67,150

F. Supplies

No supplies are authorized or anticipated.

G. Construction

No construction is authorized or anticipated.

H. Consultants/Contracts

No consultants are authorized or anticipated.

I. Other

No other costs are anticipated.

J. Indirect Costs

No indirect costs are authorized or anticipated.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2011 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/11jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

Registration for this funding opportunity is required prior to application submission, by selecting the "Apply Online" button associated with the solicitation title in [OJP's Grants Management System](#) (GMS). (See "How to Apply," page 11.) All registrations and applications are due by 8:00 p.m. eastern time on July 21, 2011. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The [GMS](#) Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to JIC@telesishq.com, or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date. You may also contact your State Policy Advisor: www.ojp.gov/BJA/resource/ProgramsOffice.html.

Release date: June 6, 2011

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Budget and Budget Narrative (Required)	
Review Narrative (Required)	
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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadlines: Registration and Application

Registration is required prior to submission. The deadline to register in GMS is 8:00 p.m. eastern time on July 21, 2011 and the deadline for applying for funding under this announcement is 8:00 p.m. eastern time on July 21, 2011. Please see the “How to Apply” section, page 6, for more details.

Eligibility

Please refer to the cover page of this solicitation for eligibility under this program.

JAG Program—Specific Information

Formula

Once each fiscal year’s overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum (“de minimus”) award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state’s final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state’s three-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these

local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Award Amount

Eligible award amounts under JAG are posted annually to BJA's JAG web page: www.ojp.usdoj.gov/BJA/grant/jag.html.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Note: The authorizing statute for the JAG Program provides that funds are to be used for the purposes above and notes that these purposes include all of the purposes previously authorized under the Edward Byrne Memorial State and Local Assistance Program (Byrne Formula) and the Local Law Enforcement Block Grant Program (LLEBG). This provision may be useful to applicants in understanding all of the allowable uses under the above purpose areas. For example, relying on this provision, it can be understood that the JAG Purpose Area "Prosecution and court programs" listed above, provides the states and local units of government with the authority to fund defender, judicial, pretrial, and court administration efforts as well as prosecution programs. For a listing of prior Byrne Formula and LLEBG purpose areas, see www.ojp.usdoj.gov/BJA/grant/byrnepurpose.html. Although these two programs have been eliminated, their prior purpose areas may be useful in appreciating the scope of the JAG purpose areas.

JAG funds may also be used to address key statutory requirements that may not be otherwise funded, including requirements from the state and federal level, such as addressing limited English proficiency requirements and other similar mandates.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of the Byrne JAG funding at the state and local level.

As an overall framework for success, we encourage both state and local comprehensive justice planning, bringing all of the system stakeholders together, including law enforcement, courts, prosecutors, defenders, corrections officials, and other stakeholders to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

As a part of this strategic planning process, we strongly encourage state and local planners to consider programs that are evidence-based and have been proven effective; in a difficult budgetary climate, it is critical that dollars are spent on programs whose effectiveness is proven. However, we recognize that state and local programs can also be excellent laboratories for innovative programs that can be models for other states and localities addressing difficult problems. BJA has made resources available to SAAs and others to provide training and technical assistance in identifying and using evidence-based practices as the outcome of a comprehensive and strategic justice plan in the state or local community. We also strongly encourage SAAs and local recipients to use JAG funding to support, replicate and expand strategic efforts to assess system cost drivers and to make appropriate policy changes that can reduce system costs while not jeopardizing public safety. These efforts include justice reinvestment and court reengineering as well as others.

In addition to these overarching considerations and in addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state to join us in addressing these challenges as a part of our JAG partnership.

Counterterrorism and Information Sharing/Fusion Centers

A key priority for DOJ and, indeed, the entire Administration, is effective counterterrorism and terrorism prevention programs. We recognize that state and local law enforcement are critical partners in detecting, identifying, preventing, and disrupting acts of violence against the United States by both domestic and international extremist organizations. Preventing terrorism remains the first goal of DOJ's strategic plan and remains a priority for BJA. A key priority of the National Strategy on Information Sharing for preventing terrorism includes support for State and Major Urban Area fusion centers (fusion centers) to address gaps in achieving full implementation of Global's Baseline Capabilities for fusion centers. Through the partnership of the U.S. Department of Homeland Security and DOJ the support for these fusion centers also enhances a state's response to "all crimes" by improving information sharing and coordination with local law enforcement agencies.

Evidence-Based Programs or Practices

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

Economic Crime

As our economy shows signs of recovery, it is essential that we not allow this progress to be thwarted by economic crime, including mortgage fraud, financial crimes, fraud, and intellectual property crimes that threaten our economic growth and stability.

Reentry and Smart Probation

In order to lessen the burden on what has been described as an overreliance on incarceration, it is essential that those who have served time can transition back into the community and into crime-free pro-social lives. To do this, we will emphasize smart and effective approaches to offender reentry and will support statewide and local efforts in justice reinvestment, which reduces costly spending on incarceration and reinvests a portion of the savings into other areas of the justice system without sacrificing accountability.

Indigent Defense

Another key priority area is ensuring that justice is truly done in the criminal justice system—the Attorney General has consistently stressed that the crisis in indigent defense reform is a serious concern of his, a concern which is shared by OJP and BJA. As a former prosecutor and judge, however, the Attorney General is also acutely aware that without adequate funding for the courts, prosecution, problem-solving courts, and other innovative, cost-saving alternatives to incarceration, true justice cannot be achieved.

Children Exposed To Violence

Last, but certainly not least, we must ensure that, in the context of our continued focus on addressing violent crime, children who are exposed to violence are responded to effectively so that these experiences do not risk the futures of these children and do not fuel the cycle of violence.

These priorities and others will be the focus of our efforts during FY 2011, and we invite you as a partner and grantee to join us in our efforts to address these critical issues.

Interoperable Communications

Grantees (including sub-grantees) that are using FY 2011 JAG Program funds to support emergency communications activities should comply with the *FY 2011 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov.

Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of

BJA-2011-3031

SWICs for each of the 56 states and territories. Please contact OEC@hq.dhs.gov if you are not familiar with your state or territory's SWIC. If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Please note that for future year solicitations (FY 2012), BJA will require that the SWIC provide approval for changes in interoperable communication projects. Grantees should establish communications with the SWIC in their state or territory in the near future in order to ensure seamless coordination on all projects going forward.

Grantees (and sub-grantees) should provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to their assigned BJA State Policy Advisor once items are procured during any periodic programmatic progress reports.

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date.**

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which

jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf.

Governing Body Review

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations.

Budget Information

Match Requirement

While match is not required with the JAG Program, match can be used as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives.

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG. Please see BJA's [JAG web page](#) and the updated JAG FAQs for examples of supplanting.

Trust Fund

Award recipients may drawdown JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement only applies to direct JAG award recipients as well as subrecipients that are not on a reimbursement basis.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

*For information related to requesting a waiver to use funds for any prohibited item, please refer to the updated JAG FAQs on BJA's [JAG web page](#).

Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual performance reports through [GMS](#).

In addition, applicants who receive funding under this solicitation must provide data that measures the results of their work. Please refer to "Performance Measures" below for further information.

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. **Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: www.bjaperformancetools.org. The performance measure can be found at: www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf.**

All JAG recipients should be aware that BJA is currently considering changes to the JAG performance reporting processes, including measures. While state administering agencies will play a role in the process, recipients are advised that the reporting requirements noted above may be subject to modification through this process.

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Please refer to the section "What an Application Must Include" (below) for additional information.

Note on project evaluations: Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protections. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” (28 C.F.R. § 46.102(d)). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP Other Requirements for OJP Applications” web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that web page.

Notice of New Post-Award Reporting Requirements

Applicants should anticipate that all recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsrs.gov/.

Please note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

How to Apply

Applications are submitted through OJP’s Grants Management System ([GMS](#)). GMS is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity and should begin the process immediately to meet the GMS registration deadline, especially if this is the first time using the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. If the applicant experiences technical difficulties at any point during this process, please e-mail GMS.HelpDesk@usdoj.gov or call 888–549–9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package by the specified application deadline.

All applicants should complete the following steps:

1. **Acquire a DUNS number.** A DUNS number is required to submit an application in GMS. In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS (Data Universal Numbering System) number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life

cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling Dun and Bradstreet at 866–705–5711 or by applying online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire or renew registration with the Central Contractor Registration (CCR) database.** OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must **update or renew their CCR registration annually** to maintain an active status. Information about CCR registration procedures can be accessed at www.ccr.gov.
3. **Acquire a GMS username and password.** A new user must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.
4. **Verify the CCR registration in GMS.** OJP requests that all applicants verify their CCR registration in GMS. Once logged into GMS, please click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the CCR registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Please select the Bureau of Justice Assistance and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.
6. **Register by selecting the “Apply Online” button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Please select the “Apply Online” button in the “Action” column to register for this solicitation and create an application in the system.
7. **Submit an application consistent with this solicitation by following the directions in GMS.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, an applicant must wait for GMS approval before submitting an application. Applicants are urged to submit the application **at least 72 hours prior** to the due date of the application.

Note: OJP’s Grants Management System (GMS) does not accept executable file types as application attachments. The disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

Experiencing Unforeseen GMS Technical Issues

If an applicant experiences unforeseen GMS technical issues beyond the applicant’s control that prevent submission of its application by the deadline, the applicant must contact the Bureau of Justice Assistance Programs Office staff **within 24 hours after the deadline** and request approval to submit the application. At that time, BJA Programs Office staff will instruct the applicant to submit specific information detailing the technical difficulties. The applicant must e-

mail: a description of the technical difficulties, a timeline of submission efforts, the complete grant application, the applicant DUNS number, and GMS Help Desk tracking number(s) received. After the program office reviews all of the information submitted, and contacts the GMS Help Desk to validate the technical issues reported, OJP will contact the applicant to either approve or deny the request to submit a late application. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted on its Web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page, www.ojp.usdoj.gov/funding/solicitations.htm.

What an Application Must Include

This section describes what an application is expected to include and sets out a number of elements. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision nevertheless be made to make an award, will result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

1. Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form.

2. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. Budget and Budget Narrative

Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of

how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

5. Abstract

Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to five project identifiers** that would be associated with proposed project activities. The list of all identifiers can be found at www.ojp.usdoj.gov/BJA/grant/jag11/JAGIdentifiers.pdf. The abstract **must not** exceed a half-page, or 400-500 words.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. Tribal Authorizing Resolution (if applicable)

If an application is being submitted by either (1) a tribe or tribal organization or (2) a third party proposing to provide direct services or assistance to residents on tribal lands, then a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable governing body authorizing the inclusion of the tribe or tribal organization and its membership should be included with the application. In those instances when an organization or consortium of tribes proposes to apply for a grant on behalf of a tribe or multiple specific tribes, then the application should include a resolution from all tribes that will be included as a part of the services/assistance provided under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from

all tribes in the consortium (i.e., without authorizing resolution or other enactment of each tribal governing body) may submit a copy of its consortium bylaws with the application in lieu of tribal resolutions.

7. Additional Attachments (if applicable)

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, **must** be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf.

Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. Other Standard Forms

Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Please note in particular the following forms.

- a. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#) (required to be submitted in GMS prior to the receipt of any award funds).
- b. [Disclosure of Lobbying Activities](#) (required for any applicant that expends any funds for lobbying activities; this form must be downloaded, completed, and then uploaded).
- c. [Accounting System and Financial Capability Questionnaire](#) (required for any applicant other than an individual that is a non-governmental entity and that has not received any award from OJP within the past 3 years; this form must be downloaded, completed, and then uploaded).
- d. [Standard Assurances](#) (required to be submitted in GMS prior to the receipt of any award funds).

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- [Civil Rights Compliance](#)
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with [Office of Justice Programs Financial Guide](#)
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of \$5,000,000 – federal taxes certification requirement
- Active CCR Registration

Application Checklist
FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
Local Solicitation

The application checklist has been created to aid assist in developing an application.

Eligibility Requirement:

- _____ The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
- _____ The federal amount requested is within the allowable limit of the FY 2011 JAG Allocations List as listed on BJA's JAG web page

The Application Contains:

- _____ Standard 424 Form (see page 13)
- _____ Program Narrative (see page 13)
- _____ Budget and Budget Narrative (see page 13)
- _____ Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment) (see page 14)
- _____ Abstract (see page 14)
- _____ Additional Attachment: Memorandum of Understanding (MOU), if in a funding disparity (see page 15)
- _____ Tribal Authorizing Resolution (if applicable) (see page 14)
- _____ Other Standard Forms as applicable (see page 15), including:
 - _____ Disclosure of Lobbying Activities (if applicable)
 - _____ Accounting System and Financial Capability Questionnaire (if applicable)
- _____ DUNS Number (see page 11)
- _____ CCR Registration (see page 12)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED July 17, 2011	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name Escambia County	Organizational Unit Sheriff's Office/Drug Court	
Address 1700 West Leonard Street Pensacola, Florida 32501-1197	Name and telephone number of the person to be contacted on matters involving this application Whidden, Derek (850) 436-9144	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000602	7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT BJA 2011 Escambia County JAG Local	
12. AREAS AFFECTED BY PROJECT Escambia County		
13. PROPOSED PROJECT Start Date: October 01, 2010 End Date: September 30, 2014	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project FL01	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$173,718	Program has not been selected
Applicant	\$0	
State	\$0	

Local	\$0	by state for review
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$173,718	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window



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-1274

Item #: 10.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: Committee of the Whole Recommendation

From: Doris Harris

Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W) at the August 11, 2011, C/W Workshop:

A. Take the following action concerning the Escambia County Transit Development Plan (C/W Item 3):

(1) Approve to proceed with the following four items, as outlined on Pages 20 through 23 of the PowerPoint Presentation, entitled, "Escambia County Transit Development Plan," to include coordination with major employers in the Evaluation and Action Plan:

- (a) Actual Performance vs. Standards
- (b) Decision Matrix
- (c) Evaluation and Action Plan
- (d) Ten-Year Program of Improvements

(2) Authorize the Chairman to send a letter to the Mayor of Pensacola and the Pensacola City Council concerning bus bench and bus shelter advertising, and revenues generated thereby, bringing all bus stops into compliance with the Americans with Disabilities Act (ADA) standards, and restoring the City's funding contribution to the mass transit system;

B. Take the following action concerning the Fire Training Center Partnership Proposal Presentation (C/W Item 4):

(1) Approve establishing an Agreement between Escambia County and Ascend;

(2) Approve the transfer of ownership of the property to Escambia County;

(3) Direct staff to find sources of additional funding and to "evaluate where funding is"; the current budget is \$817,492.10; early estimates of additional funding needed is \$3,500,000.00 to \$3,750,000.00, and

(4) Authorize staff to initiate the Request for Proposals (RFP) process for the hiring of a design

and engineering team;

C. Approve delaying any action concerning the options outlined in the PowerPoint Presentation, entitled, "Borrow Pits," until after the court case has been settled on the (Orange Blossom Trail) pit that is under the "cease and desist" (order issued by the Code Enforcement Special Magistrate on July 5, 2011 [C/W Item 5]); and

D. Approve requesting the Supervisor of Elections to place a Referendum question on the ballot for the 2012 Presidential Preference Primary concerning the Board of County Commissioners' Economic Ad Valorem Tax Exemption authority (C/W Item 6).

Attachments

C/W Backup

Actual Performance vs. Standards

Route Classification	Proposed Performance Standard	Routes Currently Performing at or above Performance Standard	Routes Currently Performing below Standard (>50% and <75% Composite Score)	Routes Currently Performing significantly below Performance Standard (<50% Composite Score)
Regular Routes operating Monday through Saturday with all day service	>75% Composite Score	Routes 1, 2, 42, 44, 45, 48, 51, 55	Routes 43, 45, 47	Routes 41, 50, 57, 58 63
Limited Service (trips, days, hours)	>50% Composite Score			Routes 60, 61, 59, 64

Decision Matrix

- Data Collection
- Performance Measures
- Service Effectiveness
- Service Environment
- Service Design
- Potential Actions

Evaluation and Action Plan

Potential Actions	
Reduce number of daily trips (degrade frequency and/or span)	Degradation of frequency and span would likely be detrimental
Eliminate portions of route (1 mile or greater)	Consult Saufley Field to determine if there is demand or unmet transit needs
Reach out to employers and multi-family developments	Increase awareness and stimulate ridership
Marketing Techniques to stimulate utilization	Offer limited time free fares
Route Realignment Option	
Realign route to provide maximum connectivity and transfer opportunities to generate ridership.	Conduct field checks to determine impact on running times; public involvement
Service Elimination	Conduct Public Hearing after all options to increase utilization have been expended.

Ten-Year Program of Improvements

Ten-Year Program	Service Improvement	Net New Daily Service Hours	Net New Annual Service Hours	Annual Cost of Service Improvements (2011 \$)
	Performance Evaluation and Monitoring Program with Action Plans for all routes			
FY 11 - FY 14	Conduct Comprehensive Operations Analysis, including fare analysis			
FY 11 - FY 14	Bring all bus stops to ADA Accessibility Standards			
FY 15 - FY 17*	One additional daily round trip on Strong and Average Performers - Weekday only	16.31	4,111	\$267,152
FY 18 - FY 20*	Frequency Improvements in the a.m. and p.m. peak period for Strong Performers Only	51.26	12,918	\$839,568
FY 18 - FY 20*	New Route operating between Government Center and 9th Avenue Medical Complex	14.17	3,570	\$232,014

*Subject to Available Funding

How to Proceed?

1. Establish an agreement between Escambia County and Ascend.
2. Transfer ownership of the property to Escambia County is required.
3. Find sources of additional funding. Current budget is \$817,492.10. Early estimates of additional funding needed is \$3,500,000.00-\$3,750,000.00.
4. Initiate the RFP process for the hiring of a design and engineering team.

Borrow Pits

Additional Backup
#5
CMW 08-11-2011

#10

OPTION 1

RESPOND TO COMPLAINTS ONLY

OPTION 2

GRANDFATHER EXISTING BORROW PITS, INCLUDING BUT NOT LIMITED TO FUTURE LAND USE CATEGORIES, ZONING, LOCATIONAL CRITERIA, SETBACKS.

- ISSUE INTERIM PERMIT WITHIN 90 DAYS
- INTERIM PERMIT GOOD FOR 12 MOS. FROM DATE OF ADOPTION
- ALLOWS FOR RIGHT OF INSPECTION
- MUST RECEIVE ALL FEDERAL AND STATE PERMITS BEFORE NEW PERMIT IS AUTHORIZED

OPTION 2-A

ADD THE FOLLOWING TO
OPTION 2:

UNLESS CEASE AND DESIST IS
IN EFFECT

OPTION 3

REPEAL 2005 AND 2006 ORDINANCES AS IT
RELATES TO REGULATION, NOT ZONING, OF
BORROW PITS AND/OR CD&D LANDFILLS

BECOMES RESPONSIBILITY OF STATE
AND FEDERAL GOVERNMENTS



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-1204 **Clerk & Comptroller's Report** **Item #: 11. 1.**

BCC Regular Meeting

Meeting Date: 08/18/2011
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Payroll Expenditure for Pay Date August 5, 2011, in the amount of \$2,121,901.00;
- B. The following two Disbursement of Funds:
 - (1) July 28, 2011, to August 3, 2011, in the amount of \$10,561,386.76; and
 - (2) August 4, 2011, to August 10, 2011, in the amount of \$6,891,198.78;
- C. The Investment Report for month ended July 31, 2011; and
- D. The Budget Comparison Reports for the first ten months, or 83%, of Fiscal Year 2010-2011, as follows:
 - (1) Summarized, by fund, Budget to Actual Comparison as of July 31, 2011; and
 - (2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of July 31, 2011.

Attachments

20110818 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: August 5, 2011

Check No:	\$0.00
Direct Deposits:	\$1,136,526.13
Total Deductions and Matching Costs:	\$985,374.87
Total Expenditures:	\$2,121,901.00

2011 AUG -3 A 8:48
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

07/28/11 to 08/03/11

DISBURSEMENTS

Computer check run of:

<u>08/03/11</u>	\$ <u>2,262,102.74</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Elected Official	\$ <u>7,004,666.01</u>
Preferred Governmental Claims	\$ <u>89,702.61</u>
Dental Insurance	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>15,456.55</u>
Other	
Veolia Transportation	\$ <u>612,654.84</u>
Aero Training & Rental, Inc	\$ <u>151,577.99</u>
FL Tourism - Deep Water Horizon Oil Spill	
Pensacola Bay Area Chamber	\$ <u>195,043.91</u>
Perdido Key Chamber	\$ <u>230,182.11</u>

2011 AUG -4 A 10:10
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 THE BOARD OF
 COMMISSIONERS

Total Disbursement by Wire \$ 8,299,284.02

TOTAL DISBURSEMENTS \$ 10,561,386.76

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:

08/04/11 to 08/10/11

DISBURSEMENTS

Computer check run of:

<u>08/10/11</u>	\$ <u>6,713,650.98</u>
<u>L-Vendor</u>	\$ <u>75,260.14</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>26,075.75</u>
Credit Card Purchases	\$ <u>9,882.99</u>
Civic Center	\$ <u>66,328.92</u>

Total Disbursement by Wire

\$ 102,287.66

TOTAL DISBURSEMENTS

\$ 6,891,198.78

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

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

2011 AUG 10 P 4:51
 THE CLERK OF
 ESCAMBIA COUNTY
 FLORIDA



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

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT 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: August 9, 2011

SUBJECT: July 2011 Investment Report

2011 AUG 10 A 11:44
 CLERK OF THE BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL

RECOMMENDATION:

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

The total portfolio earnings for the month of July equaled \$138,194. The short term portfolio achieved an average yield of .27%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .04%. The core portfolio achieved an average Yield to Maturity at Cost of 1.16% and should be compared to the benchmark of the Merrill Lynch 1 – 3 Yr. Treasury Index yielding .28%.

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

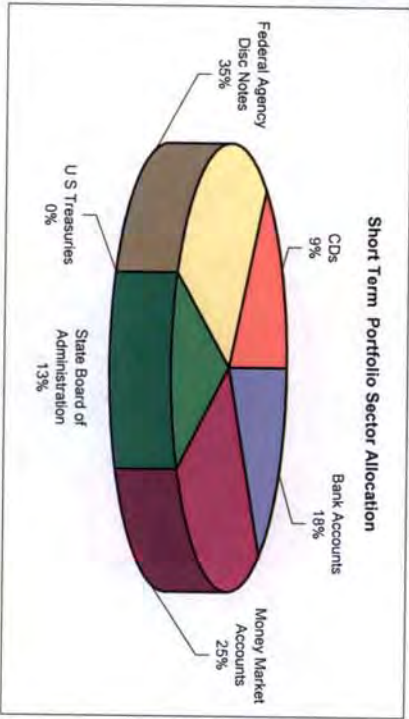
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

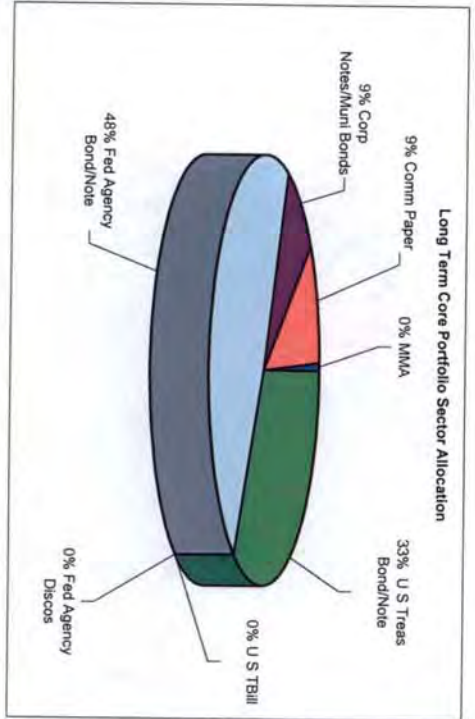


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2010-2011
July 31, 2011**

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)			
	Par Value	Market Value	Percent
Bank Accounts	\$ 16,483,657	\$ 16,483,657	16%
Money Market Accounts	27,873,911	27,873,911	27%
State Board of Administration	15,012,002	15,012,002	14%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	30,000,000	29,991,905	29%
Certificates of Deposit	15,000,000	15,000,000	14%
Total Short Term Portfolio Assets:	\$ 104,369,570	\$ 104,361,475	100%
Short Term Portfolio Yield:		YTD Earnings: \$ 231,235.03	
Benchmark S&P GIP Index 30 Day:		0.04%	



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 33,580,000	\$ 34,166,463	33%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	48,325,000	49,991,188	48%
Corporate Notes/Muni Bonds	8,650,000	9,166,620	9%
Commercial Paper	9,300,000	9,298,836	9%
Federated Govt Money Market Fund	419,973	419,973	0%
Total Managed CORE Assets:	\$100,274,973	\$103,043,080	100%
CORE Portfolio Yield to Maturity at Cost:		YTD Earnings: \$ 1,097,298	
CORE Portfolio Yield to Maturity at Market:		0.71%	
Benchmark Merrill Lynch 1-3 Yr Treasury Index:		0.28%	
Benchmark Merrill Lynch 1-5 Yr Treasury Index:		0.76%	

Total Portfolio: \$ 204,644,543 \$ 207,404,555

Current Month Earnings: \$ 138,194

Year to Date Earnings: \$ 1,328,532

INVESTMENTS PORTFOLIO COMPOSITION
 ESCAMBIA COUNTY, FLORIDA
 July 31, 2011

Security Description	Description	Number	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 7/31/2011	Book Value 7/31/2011	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit	Net Earnings YTD 7/31/11
BANK ACCOUNTS:														
BANK OF AMERICA DEPOSITORY-810					0.30%	NA	\$ 15,615,729.00	15,615,729.00	15,615,729.00					8,073.99
BANK OF AMERICA SHIP-120					0.30%	NA	775,956.78	775,956.78	775,956.78					2,738.46
BANK OF AMERICA (DDA)-001,106,501					0.30%	NA	91,971.58	91,971.58	91,971.58					384.39
TOTAL BANK ACCOUNT:	BANK ACCOUNT						16,483,657.36	16,483,657.36	16,483,657.36	15.80%				11,196.84
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT					0.30%	NA	21,698,548.45	21,698,548.45	21,698,548.45			20.79%	10.00%	36,171.27
SUNTRUST NOW (MONEY MKT) ACCT					0.18%	NA	6,175,362.13	6,175,362.13	6,175,362.13	26.71%	20.00%	5.92%	10.00%	12,392.87
TOTAL MONEY MARKET:	MONEY MKT						27,873,910.58	27,873,910.58	27,873,910.58					48,564.14
STATE BOARD OF ADMINISTRATION Acct #141071					0.21%	NA	15,012,002.11	15,012,002.11	15,012,002.11	14.39%	25.00%			12,002.11
TOTAL STATE BOARD OF ADMINISTRATION:	SBA						15,012,002.11	15,012,002.11	15,012,002.11					12,002.11
U.S. TREASURIES:														
MATURED UNITED STATES TREASURIES														
TOTAL UNITED STATES TREASURIES	U S TREAS						0.00	0.00	0.00	0.00%	100.00%			0.00
FEDERAL INSTRUMENTALITIES:														
CANTOR FITZGERALD	FNMA	313588KF1	8/24/2010	8/10/2011	0.29%	0.30%	5,000,000.00	4,999,950.00	4,999,638.26			9.58%	25.00%	12,245.12
CANTOR FITZGERALD	FHLMC	313396LR2	11/30/2010	9/13/2011	0.25%	0.25%	5,000,000.00	4,999,345.00	4,998,506.40					8,471.58
TOTAL CANTOR FITZGERALD							10,000,000.00	9,999,295.00	9,998,144.66					20,716.80
MORGAN STANLEY SMITH BARNEY	FNMA	313588LD5	12/16/2010	9/1/2011	0.21%	0.21%	5,000,000.00	4,999,525.00	4,999,086.59	4.79%	25.00%	4.79%	25.00%	6,550.76
TOTAL MORGAN STANLEY SMITH BARNEY							5,000,000.00	4,999,525.00	4,999,086.59					6,550.76
TOTAL PAINWEBBER							0.00	0.00	0.00	0.00%	25.00%			-
RBC	FHLMC	313396KZ	12/16/2010	8/17/2011	0.24%	0.24%	5,000,000.00	4,999,910.00	4,999,455.91	0.00%	25.00%			7,599.24
RBC	FHLMC	313396KZ	12/16/2010	12/12/2011	0.32%	0.33%	5,000,000.00	4,997,415.00	4,994,087.88					10,132.32
RBC	FHLB	313384SVZ	2/15/2011	2/8/2012	0.28%	0.28%	5,000,000.00	4,995,750.00	4,992,572.41	14.95%	25.00%			6,494.63
TOTAL RBC WEALTH MGMT							15,000,000.00	14,993,085.00	14,986,126.20					24,226.19
MATURED FEDERAL INSTRUMENTALITIES														
TOTAL FEDERAL INSTRUMENTALITIES	FED INST						30,000,000.00	29,991,905.00	29,983,367.45	28.73%	100.00%			25,660.90
CERTIFICATES OF DEPOSITS:														
COMPASS BANK	CD	100946394Z	5/13/2011	2/13/2012	0.23%	0.23%	5,000,000.00	5,000,000.00	5,000,000.00					2,520.80
COMPASS BANK	CD	1009544684	7/20/2011	7/20/2012	0.35%	0.35%	5,000,000.00	5,000,000.00	5,000,000.00			9.58%	10.00%	575.40
TOTAL COMPASS BANK-BBVA							10,000,000.00	10,000,000.00	10,000,000.00					3,096.20
BBAT BANK	CD	8100003325133	11/30/2010	8/30/2011	0.29%	0.29%	5,000,000.00	5,000,000.00	5,000,000.00	**See Above		25.58%	10.00%	9,894.12
TOTAL BBAT BANK							5,000,000.00	5,000,000.00	5,000,000.00					9,894.12
MATURED CERTIFICATES OF DEPOSITS														
TOTAL CERTIFICATES OF DEPOSITS	CD						15,000,000.00	15,000,000.00	15,000,000.00	14.37%	20.00%			69,426.97
TOTAL INVESTMENTS							\$ 104,966,570.05	\$ 104,361,475.05	\$ 104,352,937.50	100.00%				\$ 231,235.03
INTEREST RECEIVABLE AS OF:	7/31/2011													12,790.32
LONG TERM CORE PORTFOLIO MANAGED ASSETS (BV):							\$ 100,274,973.00		101,460,336.97					\$ 1,097,287.52
TOTAL EQUITY IN INVESTMENTS AS OF:	7/31/2011						\$ 204,844,543.05		\$ 205,826,064.79					\$ 1,328,532.55
							Previous Balance	214,592,577.15						
							Difference	(\$ 8,466,512.36)						

Transferred \$100 million in cash and par value of securities to CORE long term portfolio in July 2010.
 20.83% Exceeded limit reviewed with CIAC quarterly; formally noted on CIAC agenda/includes 7/29/11.
 20.00% Exceeded limit reviewed with CIAC quarterly; formally noted on CIAC agenda/includes 7/29/11.



Managed Account Issuer Summary

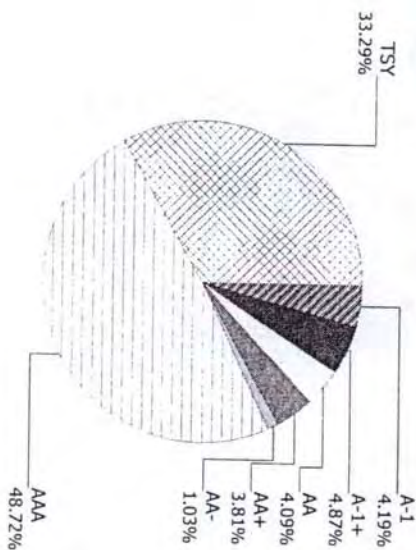
For the Month Ending July 31, 2011

18/2011
CR I-1C

Issuer Summary

Issuer	Market Value of Holdings	Percent
BNP PARIBAS	4,999,795.00	4.87
CREDIT AGRICOLE SA	4,299,041.10	4.19
FANNIE MAE	20,323,935.36	19.80
FEDERAL FARM CREDIT BANKS	5,555,812.16	5.41
FEDERAL HOME LOAN BANKS	6,772,525.80	6.60
FREDDIE MAC	17,338,914.45	16.90
GENERAL ELECTRIC CO	3,909,959.98	3.81
MICHIGAN STATE	1,060,664.80	1.03
UNITED STATES TREASURY	34,166,462.73	33.30
WAL-MART STORES INC	4,195,995.00	4.09
Total	\$102,623,106.38	100.00%

Credit Quality (S&P Ratings)





EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
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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 •

FINANCE
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 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: August 11, 2011

SUBJECT: Budget Comparison Reports October 1, 2010 through July 31, 2011

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for the 10 months, or 83%, of Fiscal Year 2011 as follows:

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

PLS/nac

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2011 AUG 11 A 11:33
 THE BOARD OF
 COMMISSIONERS

Budget to Actual Summary Report
For the fiscal year 2011
as of July 31, 2011
10 months or 83% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets and Budget Amendments	Amended Budget	2011 Actual Revenue	Percent Realized To Date	2011 Actual Expenditures	Percent Expended To Date	
001 General Fund	\$ 174,228,334	\$ 14,973,204	\$ 189,201,538	\$ 138,196,992	73%	\$ 137,682,683	73%	\$514,309
101 Esc. County Restricted	269,109	1,385,653	1,654,762	274,878	17%	279,120	17%	(4,242)
102 Economic Development	2,594,460	3,590,452	6,184,912	3,084,816	n/a	1,382,751	22%	1,702,065
103 Code Enforcement	2,227,264	1,365,076	3,592,340	2,126,364	59%	1,690,844	47%	435,520
104 Mass Transit	9,079,695	232,121	9,311,816	7,985,153	86%	6,769,460	73%	1,215,693
106 Mosquito Control	35,000	58,488	93,488	28,026	30%	49,515	53%	(21,489)
108 Tourist Promotion	5,316,250	5,554,930	10,871,180	7,831,926	72%	4,861,321	45%	2,970,605
110 Grants Fund	8,551,476	14,038,127	22,589,603	3,585,377	16%	5,088,289	23%	(1,502,912)
112 Disaster Recovery	0	5,161,081	5,161,081	591,497	11%	5,065,781	98%	(4,474,284)
114 Misdemeanor Probation	2,357,564	(39,195)	2,318,369	2,093,329	90%	1,836,158	79%	257,171
115 Article V	3,028,327	2,895,379	5,923,706	2,463,554	42%	2,063,113	35%	400,441
116 Development Review Fees	250,647	47,678	298,325	247,233	83%	180,836	61%	66,397
117 Perdido Key Beach Mouse	0	129,105	129,105	891	n/a	0	n/a	891
120 SHIP	4,197,855	3,200	4,201,055	499,058	12%	723,195	17%	(224,137)
121 Law Enforcement Trust	0	391,017	391,017	387,099	n/a	231,891	n/a	155,208
124 Affordable Housing Grant	1,731,341	59,415	1,790,756	29,025	2%	243,527	14%	(214,502)
129 CDBG/HUD	7,859,974	1,896,565	9,756,539	3,247,228	33%	3,282,987	34%	(35,759)
130 Handicapped Parking	19,000	255,133	274,133	28,255	10%	56,603	21%	(28,348)
131 Family Mediation	108,000	14,180	122,180	830	1%	4,178	3%	(3,348)
143 Fire Protection Fund	11,599,582	690,604	12,290,186	10,781,267	88%	9,657,739	79%	1,123,528
145 E-911	1,282,500	1,719,364	3,001,864	741,506	25%	1,295,806	43%	(554,300)
146 HUD-CDBG Housing Rehab	50,000	13,015	63,015	305	0%	(8,835)	-14%	9,140
147 HUD-Home Fund	4,751,513	405,465	5,156,978	1,183,796	23%	1,172,531	23%	11,265
151 Community Redevelopment	3,036,775	3,982,314	7,019,089	1,271,277	18%	1,969,023	28%	(697,746)
152 Southwest Sector	0	4,382,578	4,382,578	131,829	3%	280,035	6%	(148,206)

Budget to Actual Summary Report
For the fiscal year 2011
as of July 31, 2011
10 months or 83% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets and Budget Amendments	Amended Budget	2011 Actual Revenue	Percent Realized To Date	2011 Actual Expenditures	Percent Expended To Date	
167 Bob Sikes Toll	2,707,500	878,773	3,586,273	3,037,456	85%	2,025,244	56%	1,012,212
175 Transportation Trust	19,932,650	4,824,025	24,756,675	19,193,441	78%	17,295,103	70%	1,898,338
177 Streetlighting and Road MSBU	718,641	174,190	892,831	835,673	94%	497,996	56%	337,677
181 Master Drainage	59,422	1,388,325	1,447,747	65,148	4%	418,419	29%	(353,271)
203 Debt Service	10,360,809	78,811	10,439,620	6,715,138	64%	3,548,322	34%	3,166,816
320 FTA Grants	0	4,044,833	4,044,833	479,898	12%	558,461	14%	(78,563)
333 New Road Construction	0	463,676	463,676	2,353	1%	209,256	45%	(206,903)
350 LOST I	0	80,105	80,105	153	n/a	80,105	n/a	(79,952)
351 LOST II	0	24,933,231	24,933,231	554,452	2%	5,888,911	24%	(5,334,459)
352 LOST III	31,430,568	64,466,977	95,897,545	28,307,007	30%	26,759,957	28%	1,547,050
401 Solid Waste	19,941,580	6,912,555	26,854,135	12,702,776	47%	14,365,947	53%	(1,663,171)
406 Inspections	2,912,434	1,951,022	4,863,456	1,572,012	32%	2,117,706	44%	(545,694)
408 EMS	13,561,934	7,535,785	21,097,719	12,820,799	61%	7,897,392	37%	4,923,407
409 Civic Center	6,602,079	389,079	6,991,158	5,279,609	76%	5,890,967	84%	(611,358)
501 Internal Service Fund	26,514,915	5,773,676	32,288,591	15,814,293	49%	10,362,907	32%	5,451,386
TOTALS	\$ 377,317,198	\$ 187,100,012	\$ 564,417,210	\$ 294,191,719	52%	\$ 283,775,244	50%	

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

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the Fiscal Year 2011
as of July 31, 2011
10 months or 83% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - July Fiscal 2011	Actual Revenue Oct - July Fiscal 2010	Incr/ -Dec from Fiscal 2010	Actual Expenditures Oct - July Fiscal 2011	Actual Expenditures Oct - July Fiscal 2010	Incr/ -Dec from Fiscal 2010
001	General Fund	\$ 138,196,992	\$ 139,078,817	-1%	\$ 137,682,683	\$ 130,555,460	5%
101	Esc. County Restricted	274,878	249,756	10%	279,120	153,086	82%
102	Economic Development	3,084,816	956,486	223%	1,382,751	973,115	42%
103	Code Enforcement	2,126,364	2,412,606	-12%	1,690,844	1,695,372	0%
104	Mass Transit	7,985,153	6,719,860	19%	6,769,460	6,220,553	9%
106	Mosquito Control	28,026	27,851	1%	49,515	28,255	75%
108	Tourist Promotion	7,831,926	5,262,064	49%	4,861,321	4,338,974	12%
110	Grants Fund	3,585,377	2,755,842	30%	5,088,289	2,857,546	78%
112	Disaster Recovery	591,497	1,619,447	-63%	5,065,781	1,087,962	n/a
114	Misdemeanor Probation	2,093,329	1,958,750	7%	1,836,158	1,778,563	3%
115	Article V	2,463,554	2,099,711	17%	2,063,113	2,211,274	-7%
116	Development Review Fees	247,233	228,038	8%	180,836	220,544	-18%
117	Perdido Key Beach Mouse	891	388	130%	-	0	100%
120	SHIP	499,058	805,989	-38%	723,195	3,221,201	-78%
121	Law Enforcement Trust	387,099	237,963	63%	231,891	402,350	-42%
124	Affordable Housing Grant	29,025	11,786	146%	243,527	46,532	423%
129	CDBG/HUD	3,247,228	3,761,375	-14%	3,282,987	3,295,000	0%
130	Handicapped Parking	28,255	24,987	13%	56,603	7,397	665%
131	Family Mediation	830	538	54%	4,178	4,808	-13%
143	Fire Protection Fund	10,781,267	10,945,990	-2%	9,657,739	8,805,576	10%
145	E-911	741,506	904,019	-18%	1,295,806	417,654	210%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
For the fiscal year 2011
as of July 31, 2011
10 months or 83% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - July Fiscal 2011	Actual Revenue Oct - July Fiscal 2010	Incr/ -Dec from Fiscal 2010	Actual Expenditures Oct - July Fiscal 2011	Actual Expenditures Oct - July Fiscal 2010	Incr/ -Dec from Fiscal 2010
146	HUD-CDBG Housing Rehab	305	436	-30%	(8,835)	0	100%
147	HUD-Home Fund	1,183,796	1,386,397	-15%	1,172,531	1,327,106	-12%
151	Community Redevelopment	1,271,277	1,310,393	-3%	1,969,023	1,105,958	78%
152	Southwest Sector	131,829	138,214	-5%	280,035	301,469	-7%
167	Bob Sikes Toll	3,037,456	2,467,124	23%	2,025,244	701,644	189%
175	Transportation Trust	19,193,441	17,463,685	10%	17,295,103	16,092,150	7%
177	Streetlighting and Road MSBU	835,673	665,733	26%	497,996	432,759	15%
181	Master Drainage	65,148	68,099	-4%	418,419	227,463	84%
203	Debt Service	6,715,138	12,515,830	-46%	3,548,322	10,811,466	-67%
320	FTA Grants	479,898	60,767	690%	558,461	76,541	630%
333	New Road Construction	2,353	2,219	6%	209,256	0	100%
350	LOST I	153	2,545	-94%	80,105	0	100%
351	LOST II	554,452	5,036,815	-89%	5,888,911	9,950,867	-41%
352	LOST III	28,307,007	23,999,839	18%	26,759,957	26,864,561	0%
401	Solid Waste	12,702,776	15,646,041	-19%	14,365,947	11,529,986	25%
406	Inspections	1,572,012	1,610,010	-2%	2,117,706	2,073,974	2%
408	EMS	12,820,799	12,814,957	0%	7,897,392	6,584,947	20%
409	Civic Center	5,279,609	4,866,237	8%	5,890,967	6,003,977	-2%
501	Internal Service Fund	15,814,293	8,407,782	88%	10,362,907	8,129,033	27%
	TOTALS	\$ 294,191,719	\$ 288,525,386	2%	\$ 283,775,244	\$ 270,535,123	5%



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-1244

Clerk & Comptroller's Report Item #: 11. 2.

BCC Regular Meeting

Meeting Date: 08/18/2011

Issue: Approval of CIAC Minutes and Amendments to the Investment Policy

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Approval of the Minutes of the Quarterly Meeting of the County Investment Advisory Committee held April 29, 2011, and Amendments to the Escambia County, Florida, Investment Policy

That the Board take the following action concerning County Investment Advisory Committee (CIAC) Minutes and the Escambia County, Florida, Investment Policy:

A. Approve the Minutes of the Quarterly Meeting of the CIAC held April 29, 2011, as prepared by Doris Harris, Clerk to the Board's Office, and approved by the CIAC on July 29, 2011; and

B. Approve the following two amendments to the Escambia County, Florida, Investment Policy, as recommended by the CIAC on July 29, 2011:

(1) Amend Section XII.G.1., Page 12, as follows:

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

G. Corporate Notes

1. Purchase Authorization

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum "~~Aa~~" "A" by Moody's and a minimum long term debt rating of "~~AA~~" "A" by Standard & Poor's. In addition, corporate obligations allowed are corporate obligations issued by financial institutions that participate in the FDIC's Temporary Liquidity Guarantee Program and are fully insured by the FDIC and are guaranteed by the full faith and credit of the United States Government.; and

(2) Amend Section XIV B., Page 15, as follows, to allow for market driven options to the benchmarks used for the long-term portfolio:

XIV. PERFORMANCE MEASUREMENTS

B. The long-term investment portfolio shall be designed with the annual objective of achieving a

comparable return to the Merrill Lynch 1-3 Year Treasury Index or an appropriate index. The appropriate index will have a duration and asset mix that approximates the portfolio and will be utilized as a benchmark to be compared to the portfolio's total rate of return. The Merrill Lynch 1-3 Year Treasury Index represents all U.S. Treasury securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the County.

Attachments

20110818 CR I-2

MINUTES OF THE QUARTERLY MEETING OF THE
COUNTY INVESTMENT ADVISORY COMMITTEE
HELD APRIL 29, 2011
M. C. BLANCHARD JUDICIAL BUILDING
EXECUTIVE ADMINISTRATION CONFERENCE ROOM, SECOND FLOOR
190 GOVERNMENTAL CENTER, PENSACOLA, FLORIDA
(9:24 a.m. – 10:28 a.m.)

Present: Robert A. Beargie, Vice Chairman, Board of County Commissioners' Appointee
Lisa N. Bernau, Chief Deputy Clerk, Clerk and Comptroller's Designee
Amy Lovoy, County Administrator's Designee

Others

Present: Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Steven Alexander, PFM Asset Management, LLC
Brenda Chestnutt, Tax Collector's Office
Doris Harris, Clerk to the Board's Office
David Jang, PFM Asset Management, LLC

Absent: M. Blaise Adams, Chairman, Board of County Commissioners' Appointee
Bob Alft, Clerk of the Circuit Court and Comptroller's Appointee
Gene M. Valentino, BCC Oversight Representative

AGENDA NUMBER

1-2. Call to Order/Roll Call

Mr. Beargie called the County Investment Advisory Committee (CIAC) Quarterly Meeting to order at 9:24 a.m., with a quorum present.

3. Invocation

Mrs. Bernau delivered the Invocation.

4. Legal Advertisement

The CIAC was advised by Mrs. Harris that the Meeting was advertised in the Pensacola News Journal on April 23, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 25, 2011 – April 29, 2011.*

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

5. Approval of Minutes

Motion made by Mrs. Bernau, seconded by Ms. Lovoy, and carried, approving the Minutes of the Quarterly Meeting of the CIAC held January 28, 2011, as prepared by Doris Harris, Clerk to the Board's Office.

6. Review of Investment Reports for January, February, and March 2011

Mrs. Sheldon reviewed the Investment Report for March 31, 2011, and advised that the total short-term portfolio equaled \$123,719,653, with a yield of .34%, as compared to Standard & Poor's (S&P) Government Investment Pool (GIP) 30-Day Index of .08%, and year-to-date earnings of \$119, 711.

7. Portfolio Review and Market Update

The CIAC:

- A. Reviewed the PFM Asset Management, LLC, *Weekly Market Update – April 25, 2011*, authored by David Jang, CTP, analyzed by Jonathan Spero, and edited by Melissa Lindman, PFM Asset Management, LLC, and was advised by Steven L. Alexander that PFM published a white paper, which is available on PFM's website (www.pfm.com), regarding the proposed privatization (*by the Department of the Treasury and the Department of Housing and Urban Development*) of the Fannie Mae (*Federal National Mortgage Association*) and Freddie Mac (*Federal Home Loan Mortgage Corporation*) mortgage finance organizations; and

(Continued on Page 3)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

7. Continued...

B. Reviewed the *Escambia County Clerk of Court, Florida, Investment Performance Review – Quarter Ended March 31, 2011*, as prepared by PFM Asset Management, LLC, which reflects:

(1) The After-Effects of the S&P Outlook Downgrade, as follows:

- Early Monday morning (*April 25, 2011*) Standard & Poor's (S&P), one of the top global ratings agencies, downgraded the outlook on U. S. debt to negative from its previous outlook of stable
- While the news originally rattled markets globally, foreign governments publically said that U. S. government debt is still an attractive and safe investment
- Washington is still in conflict about government spending and whether or not to raise the debt ceiling. Although the S&P downgrade served as a warning to politicians, negotiations in Washington have not improved
- The U. S. dollar depreciated significantly throughout the week as the Euro rose to a 16-month high against the dollar. Gold and silver again hit all-time highs during the week as investors searched for alternative investments to Treasury debt
- Equities markets seemed to forget about the downgrade after Monday as markets rebounded and ended the week higher
- The only previous downgrade of the outlook for U. S. debt by a major rating agency was in 1996 when Moody's briefly downgraded the outlook to negative before reassigning a stable outlook several weeks later
- Many analysts think that the downgrade could have an effect on next week's consumer sentiment reading; as, U. S. citizens are becoming more aware of persistent long-term unemployment, rising gas prices, rising grocery bills and underwater mortgages

(Continued on Page 4)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

7. Continued...

B. Continued...

(2) The Executive Summary Portfolio Strategy, as follows:

- The County's Long Term portfolio is of high credit quality and maintains adequate liquidity. The portfolio is invested entirely in Federal Agency, U.S. Treasury, municipal bond, corporate note and commercial paper securities. The securities are allocated among high quality issuers rated AAA, AA, A-1 and A-1+.
- The U.S. economy continued to show signs of modest improvement in the first quarter of 2011. Fourth quarter 2010 GDP (*Gross Domestic Product*) was released at \$13.38 trillion, surpassing the previous peak of \$13.36 trillion in the second quarter of 2008.
- Over the quarter, interest rates were volatile across the yield curve due to positive economic releases, such as the manufacturing and employment reports, and significant developments abroad, such as the political turmoil in the Middle East and the earthquake in Japan. Despite the volatility, intermediate-term yields finished the quarter 20 basis points higher than the previous quarter on signs of better growth prospects and higher inflation expectation in the U.S.
- Commercial paper remains an attractive investment when compared to comparable maturity U.S. Treasury and federal agency securities while limiting the overall duration contribution to the portfolio. Corporates continue to add value and given the outlook for the economy and credit we (*PFM*) are comfortable continuing to add corporates. We (*PFM*) prefer non-financials, when available, in order to increase diversification.
- Over the course of the quarter, we (*PFM*) are able to use active management strategies to take advantage of the volatility in yields. In the Long Term portfolio we (*PFM*) made several sector swaps in addition to extension trades which resulted in the portfolio realizing over \$16,000.00 in gains on sales.

(Continued on Page 5)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

7. Continued...

B. Continued...

(2) Continued...

- The County's Long Term portfolio performed well for the first quarter, especially in an environment of low yields and increased volatility. Strategically adjusting the portfolio's duration over the quarter between the range of 90% and 100% of the benchmark's duration contributed positively to returns. Further, the portfolio's allocation to the federal agency and corporate sectors added additional value as credit spreads narrowed. The portfolio's return of 0.09% outperformed the benchmark's return of 0.02% by 7 basis points (0.07%). In an interest rate environment where yields remain at or near record lows, we (*PFM*) will continue to position the portfolio's duration short of the benchmark's duration to reduce interest rate risk and the market value erosion that will occur if rates rise.
- *PFM* will continue to follow the prudent investment strategies that have safely provided the County with favorable long-term performance during this period of historic low interest rates.
- Although interest rates have rebounded from all time lows, we (*PFM*) believe the Federal Reserve is highly unlikely to change its policy in the short term. Economists expect the second round of quantitative easing will run its course through June. However, an internal debate over monetary policy among the Fed Governors has been at the forefront of the conversation in Washington throughout the first quarter. Such heated debate may be a sign that monetary policy change is on the horizon, although not in the near term. As long as the economy continues to stay on course, we (*PFM*) expect the first interest rate tightening to occur sometime after the first quarter of 2012.

(Continued on Page 6)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

7. Continued...

B. Continued...

(2) Continued...

- While near-time events (Japan earthquake, continued Middle East uncertainty) could slow the pace of economic growth, the economy appears to be on track for continued modest growth over the next several quarters. Many positive economic forces, such as strength in manufacturing, improving job market, strong corporate earnings supporting continued rising stock prices, and solid retail sales indicate the economy is in the growth phase. In anticipation of better opportunities in the near term, we (*PFM*) plan to maintain a diversified portfolio with a duration slightly shorter than the benchmark in order to position the portfolio to take advantage of yield increases in the future.

For Information: The CIAC heard Mrs. Sheldon disclose, for the record, that Bob Beargie and Bob Alft are now employed by the same firm (*Raymond James Financial Services*) and work in the same office.

8. Adjourn

Mr. Beargie adjourned the CIAC Meeting at 10:28 a.m.

G. Corporate Notes

1. Purchase Authorization

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum "Δ" by Moody's and a minimum long term debt rating of "Δ" by Standard & Poor's. In addition, corporate obligations allowed are corporate obligations issued by financial institutions that participate in the FDIC's Temporary Liquidity Guarantee Program and are fully insured by the FDIC and are guaranteed by the full faith and credit of the United States Government.

Deleted: or
Deleted: Aa
Deleted: AA

2. Portfolio Composition

A maximum of 20% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for corporate notes shall be (3) three years from the date of purchase.

H. Banker's Acceptances

1. Purchase Authorization

Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in Bankers' acceptances

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.

of \$1 per share with an average maturity of 30 days and is rated in Standard & Poor's two highest money market fund rating categories: "AAAm" and "AAm."

- B. The long-term investment portfolio shall be designed with the annual objective of achieving a comparable return to the Merrill Lynch 1-3 Year Treasury Index or an appropriate index. The appropriate index will have a duration and asset mix that approximates the portfolio and will be utilized as a benchmark to be compared to the portfolio's total rate of return. This maturity range is an appropriate benchmark based on the objectives of the County.

Deleted: The Merrill Lynch 1-3 Year Treasury Index represents all U.S. Treasury securities maturing over one year, but less than three years.

XV. REPORTING

- A. Monthly, the Clerk shall prepare a list of the investments held in the portfolio. The distribution of this monthly report shall be to the County Commissioners, County Administrator, Budget Director, County Investment Advisory Committee Members and any other interested parties. The specific information in the report will include, but not be limited to, the following:
- A. Name of security
 - B. Cost of security
 - C. Market value of security
 - D. Date of purchase
 - E. Maturity date
 - F. Coupon rate
 - G. Yield-to-maturity and/or yield-to-call
 - H. Name of security dealer or bank from whom it was purchased
 - I. Accrued interest, premium or discount on purchase
 - J. Actual portfolio diversification percentages
 - K. Actual dealer or financial institution participation percentages

Annually, the certified public accountants conducting the audit of the County pursuant to Florida Statute 11.45 shall report, as part of the audit, whether or not the County has complied with Florida Statute 218.415.

- B. The County's Investment Advisor/s shall provide quarterly investment reports on the County's short-term and long-term core investments to the Investment Advisory Committee and Board of County Commissioners. Schedules in the quarterly report should include the following:
- 1. A listing of individual securities held at the end of the reporting period
 - 2. Percentage of available funds represented by each investment type
 - 3. Coupon, discount or earning rate
 - 4. Average life or duration and final maturity of all investments
 - 5. Par value and market value



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-1236

Clerk & Comptroller's Report Item #: 11. 3.

BCC Regular Meeting

Meeting Date: 08/18/2011
Issue: Acceptance of Documents
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the following two documents concerning the State of Florida Department of Community Affairs Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms), as approved by the Board on January 7, 2010:

A. Modification Number 02 to Subgrant Agreement Between the Department of Community Affairs and Escambia County, as executed by the Chairman on May 31, 2011, and received in the Clerk to the Board's Office on August 9, 2011; and

B. Attachment K Department of Community Affairs Florida Small Cities Community Development Block Grant, Disaster Recovery and Neighborhood Stabilization Programs Signature Authority Form, as executed by the Chairman on July 28, 2011, and received in the Clerk to the Board's office on July 29, 2011.

Attachments

20110818 CR I-3



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

AUG 3 2011

BILLY BUZZETT
Secretary

The Honorable Kevin W. White
Chairman, Escambia County Board of County Commissioners
221 Palafox Place, Suite #400
Pensacola, FL 32502

Re: Disaster Recovery Community Development Block Grant (CDBG) Program
Contract Number 10DB-D4-01-27-01-K 08
Modification Number 2

Dear Chairman White:

A review of the proposed Modification Number 2 to the referenced subgrant agreement, transmitted under cover of your letter dated June 8, 2011, has been completed. The review indicates that the revised budget and activity work plans appear to be in accordance with program requirements. An approved copy of the fully executed modification is enclosed with this letter. Please retain the modification in the official CDBG subgrant files. If you have questions regarding this matter, please contact Adriane Burgess, Community Assistance Consultant, by phone at (850) 410-0871 or by email at adriane.burgess@dca.state.fl.us.

2011 AUG -9 P 1:43
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Sincerely,

[Handwritten signature]

Cassi J. Beebe, Community Program Manager
CDBG Disaster Recovery Initiative

CJB/ab

Enclosure(s): Copy of approved modification request #2

cc: Randy Wilkerson, Neighborhood Enterprise Foundation, Inc.
Robin Phillips, Jones-Phillips & Associates, Inc.

RECEIVED
AUG 08 2011
BCC-District 5

MEMORANDUM



Post Office Box 18178
Pensacola, Florida
32523-8178
Phone: (805) 458-0466
Fax: (805) 458-0464

To:	Shirley Gafford, County Administrator's Office
From:	Randy Wilkerson, NEFI <i>Randy Wilkerson</i>
Date:	July 27, 2011
Re:	Sign Documents for DCA CDBG Disaster Grant (2008 Storms) And DREF Supplemental REF.: 1/7/2010 BCC/Budget & Finance Item # 10

Shirley, attached please find an UPDATED form that needs to be executed by the Chairman In relation to the ongoing CDBG Disaster Grant and the Disaster Recovery Enhancement Funds supplemental grant.

Signature Authority Form (DCA): All three copies need to be executed as originals by the CHAIRMAN (at the denoted locations). Please retain one original for County records and return the other two originals to me for submission to DCA.

Should there be questions, please do not hesitate to call me.

*7-28-11 - Doris, Please attest, retain one Signature Authority Form and return two for further handling. Thank you!
Gudy*

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
2011 JUL 29 A 10:18
CLERK OF THE BOARD OF COUNTY COMMISSIONERS
ESCAMBAULT COUNTY, FL.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

8. Continued...

C. Approving that these terms are offered under threat of condemnation, and in the event the seller rejects this offer, authorizing the County Attorney's Office to file condemnation proceedings to acquire this property; and

D. Authorizing the Chairman to sign all documents needed to complete the purchase.

9. Taking the following action concerning the (State of) Florida Division of Emergency Management (FDEM) Domestic Security Grant award letter, dated October 30, 2009, identifying Grant funding being awarded to Escambia County, in the amount of \$72,000, with a Grant period of October 1, 2009, through April 30, 2012:

A. Approving the FDEM award letter identifying funding from the Homeland Security Grant Program that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459;

B. Authorizing the Chairman to execute the Grant award letter; and

C. Authorizing the County Administrator to execute the subsequent Grant Contract as referenced in the award letter.



10. Taking the following action concerning the State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) (Funding: Fund 110, Other Grants and Projects, if awarded):

A. Adopting the Resolution (R2010-7) authorizing submission of the Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) Application to the Florida Department of Community Affairs (DCA), in the maximum amount of \$7,067,397, for the benefit of the citizens of Escambia County, the City of Pensacola, and the Town of Century;

(Continued on Page 39)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

10. Continued...

B. Approving the Interlocal Agreement with the City of Pensacola for joint implementation of affordable housing activities, estimated at \$3,000,000 in CDBG Disaster Recovery Grant (2008 Storms) funds;

C. Approving the Interlocal Agreement with the Town of Century, subject to legal signoff, for implementation of an estimated \$600,000 in CDBG Disaster Recovery Grant (2008 Storms) funds; and



D. Authorizing the County Administrator and/or Chairman, as appropriate, to execute all Application and Grant award documents, Agreements, related forms, and any other documents as may be required to submit, receive, and fully implement the Disaster Recovery Grant.

11. Accepting the funding recommendations from the United Way Human Services Appropriations Committee for Fiscal Year 2009-2010, in the amount of \$95,500, in the adopted Fiscal Year 2009-2010 Budget, Public Social Services, General Fund 001, Cost Center 220202.

12. Approving a Purchase Order, in the amount of \$167,991.19, to SMG for management fees for The Pensacola Civic Center for Fiscal Year 2009-2010, to be paid from Fund 409 (Civic Center Fund), Cost Center 221301 (Civic Center Admin.), Object Code 53401.



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-1237

Clerk & Comptroller's Report Item #: 11. 4.

BCC Regular Meeting

Meeting Date: 08/18/2011
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

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 August 4, 2011; and
- B. Approve the Minutes of the Regular Board Meeting held August 4, 2011.

Attachments

20110818 CR I-4

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD AUGUST 4, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 9:42 a.m.)

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

Absent: Commissioner Grover C. Robinson, IV, District 4
Commissioner Gene M. Valentino, District 2

1. FOR INFORMATION: The agenda package for the 5:30 p.m., August 4, 2011, Regular Board Meeting, was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, Sandra Slay, Division Manager, Environmental Enforcement, and Lisa N. Bernau, Chief Deputy, Clerk of the Circuit Court & Comptroller, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. Horace Jones, Planning & Zoning Division Manager, Development Services Department, and Joy D. Blackmon, P.E., Director, Public Works Department, reviewed the Growth Management Report;
 - D. Shirley L. Gafford, Program Coordinator, County Administrator's Office, and County Attorney Rogers reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner White reviewed his add-on item.
2. FOR INFORMATION: County Administrator Oliver and Sonya Daniel, Public Information Manager, presented a PowerPoint Presentation, entitled, *My Escambia Cares, Citizen Support Center*.

AGENDA WORK SESSION: August 4, 2011

NAME

DEPARTMENT/AGENCY

1	Don + Liz Barber	Citizen
2	Ann Loney	MBS
3	M.EE WEAVER	PS
4	DAVID MURRELWHITE	I.T.
5	Sandra Slay	ENV ENFORCE
6	Ann Alli	Extension
7	Sonja Daniel	PIO
8	Kelly Cooke	PIO
9	Brandi Ziglar	PIO
10	Andrew Holmer	DSD
11	Dyairne Simpson	Co. Attyr Office
12	H. Jones	Development Services
13	Pat Johnson	PSWM
14	Bandy Wilkerson	NERP
15	Allison Cain	Dev. Services
16	David Wood	PW FACILITIES
17	Dawn Jordan	BCC Dits
18	Keith Williams	C&E
19	Jan Smith	HA
20	Jay Black	PW
21	Jay M. New	Admin
22	Robert Bin	worker
23	Michael Sharp	SPE
24	Ken Gordon	ECAT
25	Marilyn Wesley	DCP
26	Susan Holt	CEO/SWM/P&R
27	John Sims	ECFR
28	Nes Moreno	PIW
29	Frank Ego	PNJ
30	Cheryl Finley	CAO

AGENDA WORK SESSION: August 4, 2011

NAME

DEPARTMENT/AGENCY

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2	<i>Claudia Lemmons</i>	<i>Purch</i>
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AGENDA WORK SESSION: August 4, 2011

NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk & Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Joan Bernau	Clerk & Comptroller
4	RANDY OLIVER	COUNTY ADMIN.
5	Shirley Hafford	CAO
6	KEVIN WHITE	BCC
7	Wilson Roberts	BCC
8	Maree Young	BCC
9	Alison Rogers	City Atty
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1242 **Growth Management Report** **Item #: 11. 1.**
BCC Regular Meeting **Consent**

Meeting Date: 08/18/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

Thursday September 1, 2011

1. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezonig Case that was rescheduled by the Board of County Commissioners to be heard on September 1, 2011.

Case No.: **Z-2011-13**
Location: 9015 Fowler Ave
Property Reference No.: 10-1S-30-1101-124-002
Property Size: .96 (+/-) acres
From: R-5, Urban Residential/Limited Office District,
(cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light
Manufacturing District, (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District 5
Requested by: Wiley C. "Buddy" Page, Agent for Charles Holt, Owner
Planning board Recommendation: Denial
Speakers: Wiley C. "Buddy" Page, Agent
Charles Holt, Owner
Clifton Arnold
Gwen Butler



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1212

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Request for Disposition of Property

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the items listed will be sent to Electronic recycling or to auction as appropriate.

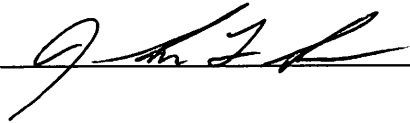
Attachments

Property dispositions

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 15-Jul-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

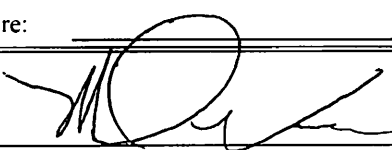
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501225	Radio Mobile 2 way	221ARQ0018	Syntor 9000	1991	Obsolete
N	501443	PPV 27"	N/A	TGB	1992	Obsolete
N	501550	Foam Machine	N/A	FH28001	1993	Obsolete
N	501847	Radio Port 2 way	355AWL0540	MT 2000	1996	Obsolete
N	502036	Light bar	N/A	SVS4801	1999	Obsolete
Y	501925	lawn mower	N/A	LR120 36"	1997	Obsolete

Disposal Comments: _____

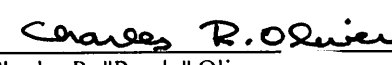
INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: _____
 FROM: Public Safety Department Department Director
 Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 8/2/11
 TO: Board of County Commissioners
 FROM: County Administration

 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 Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 15-Jul-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

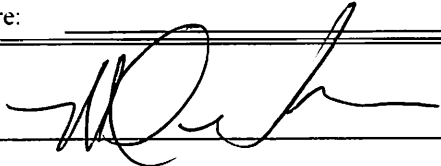
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	50988	Extractor Stretcher	N/A	XF5QH	2002	Obsolete
N	52758	Radio	355CEA0377	MT 2000	2003	Obsolete
N	53592	Radio	355CEY1400	MT 2000	2004	Obsolete
N	53608	Radio	355CEY1416	MT 2000	2004	Obsolete
N	500572	5 GAL Tank	2605-89-T4951	Mark 3	1989	Obsolete
N	500867	Porta Power 10T	N/A	RS 10	1990	Obsolete


Disposal Comments: _____

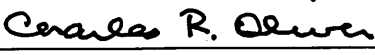
INFORMATION TECHNOLOGY (IT Technician): N/A
Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: _____
FROM: Public Safety Department Department Director 
Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 8/2/11
TO: Board of County Commissioners
FROM: County Administration

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 Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 28-Jul-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

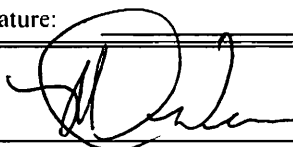
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	52611	Waverunner	YAMA3288H304	Yamaha	2003	Poor
N	52275	Waverunner	YAMA3209H304	Yamaha	2003	Poor


Disposal Comments: Dispose of at auction

INFORMATION TECHNOLOGY (IT Technician): N/A
Print Name

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

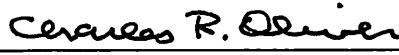
Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: _____
FROM: Public Safety Department Department Director 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 8/2/11

TO: Board of County Commissioners
FROM: County Administration

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-1117 County Administrator's Report Item #: 11. 2.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 08/18/2011
Issue: Reappointment of John H. Matthews to the Competency Board
From: T. Lloyd Kerr, AICP
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reappointment of John H. Matthews to the Contractor Competency Board - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board reappoint John H. Matthews as a lay person to the Escambia County Contractor Competency Board, to serve a three-year term effective June 7, 2010, to June 6, 2013.

BACKGROUND:

Competency Board members serve a three-year term and may be reappointed to serve additional terms in accordance with County Ordinance Number 2003-37.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, has received and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

John H. Matthews Biography

John H. Matthews

Originally from Laurel, Mississippi, John Matthews graduated from George S. Gardiner High School in Laurel in 1957 and went to Mississippi State University where he graduated in May 1961. He was a Distinguished Military Graduate in the Army ROTC program and was commissioned a Second Lieutenant, Regular Army. He immediately reported to active duty with the 101st Airborne Division. During his military career, he served two tours of duty in Vietnam during the Vietnam Conflict; served two tours of duty with the 101st Airborne Division; attended the US Army Command and General Staff College; was assigned to the United States Military Academy as Assistant Professor of Mathematics; served with the Defense Communications Agency in Washington, DC where he was a Branch Chief; served at SHAPE Headquarters in Mons, Belgium where he was in the Plans and Policy Division on special assignment for General Bernard Rogers, SACEUR. He was assigned to the US Army War College faculty where he was the Director of Operational Simulations in the Department of War Gaming. John was selected for promotional to Colonel and retired in 1983.

John earned his Bachelor of Science degree in Mathematics at Mississippi State University; his Master of Science in Industrial Engineering from Georgia Institute of Technology; and his Master of Business Administration from C. W. Post College, Long Island University.

Upon his retirement, John worked as a Technical Specialist for the Strategic Systems Division of GTE in Westboro, Mass. He was subsequently hired by Missile Systems Division, Rockwell International in Atlanta, Georgia where he served as Lead Analyst in the Operations Analysis Department. He was later promoted and named the Manager of Strategic Planning and Proposal Development. Upon leaving Rockwell International, he was named the Vice President and General Manager of Mason-Hanger National in Atlanta, GA. Later, he was responsible for the founding of Plasma Energy Applied Technology, Inc. (PEAT) a subsidiary of Mason-Hanger Silas Mason, Inc, where he was named the President of the company.

After leaving PEAT, he founded The Laurel Group, Inc, a business development consulting company with offices in Norcross, GA and Nashville, TN. In addition, he worked as Project Supervisor for ABUCK, Inc, a prefabricated metal structures company located in Smyrna, Georgia. Projects were located in Tennessee, Louisiana, Florida, Alabama, and Georgia. He was the project supervisor for Tieman Construction Company in Marietta, Georgia for 3 years. He served as Project Developer for Consultants and Builders, Inc in Norcross, Georgia developing construction projects for financial institutions.

John is an Accredited Claims Adjuster and is the managing partner of Network Claims Service, LLC, a public insurance adjusting company. He has over 5 years of catastrophic claims adjusting experience in Louisiana, Texas, Mississippi, Alabama and Florida. In

addition, he is a certified home inspector and has been actively inspecting houses in the panhandle of Florida for eight years.

John and his wife, the former Nancy J. Strooband of Moline, Illinois, have been married for 48 years and have three married children and 7 grandchildren. They have been living in Pensacola for fourteen years. John is a Past Commodore of the Pensacola Yacht Club and he and Nancy are members of Christ Church Episcopal in Pensacola. John served as Chairman of the Beer and Wine Committee and as a member of the Board of Directors of the Pensacola Jazz Society's JAZZFEST for three years. John is the current Commodore of the Gulf Yachting Association.

JOHN H. MATTHEWS
5119 Chandelle Drive
Pensacola, Florida 32507

CURRICULUM VITAE

- 1961** Graduated from Mississippi State University with a Bachelor of Science degree in Mathematics. Commissioned Second Lieutenant (Regular Army), US Army. Reported to Active Duty in the 101st Airborne Division, Fort Campbell, Kentucky.
- 1971** Graduated from the Georgia Institute of Technology with a Master of Science in Industrial Engineering. Operations Research/Systems Analysis was primary discipline.
- 1972** Graduated from the Command and General Staff College, Fort Leavenworth, Kansas
- 1972-76** Assigned as Instructor and Assistant Professor of Mathematics, United States Military Academy, West Point, New York.
- 1974** Graduated from C. W. Post College, Long Island University with a Master of Business Administration (Management)
- 1983** Retired from the US Army War College as a Lieutenant Colonel. Position of Director of Operational Simulations, Department of War Gaming.
- 1983** Held position of Member, Technical Engineering Staff, Strategic Systems Division, GTE, Westboro, MA
- 1984-89** Held position of Lead Analyst, Land Operations Group, Department of Operations Analysis, Missile Systems Division, Rockwell International. Promoted to Manager, Strategic Planning and Proposal Development.
- 1989-93** Vice President and General Manager, Mason and Hanger National, Inc. a Technical Engineering Services Company and subsidiary of Mason Hanger-Silas Mason, Inc.
- 1993-95** President, Plasma Energy Applied Technology, Inc. a subsidiary of Mason Hanger-Silas Mason, Inc
- 1995-present** President, The Laurel Group, Inc. a business development consulting company.
- 2005** Received Certification as Residential Home Inspector and as Certified Mold Inspector.
- 2006** Received Certification as Public Claims Adjuster for the State of Florida. Also, licensed in Mississippi and Louisiana.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1239

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Corrections Department - Request for Disposition of Property

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the two Requests for Disposition of Property Forms for the Corrections Department, Road Prison Division for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Request for Disposition Form

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

DATE: 5/10/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Charles Blake COST CENTER NO: 290201
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	43114	Washer/Extractor	6587604	30022	1995	Poor
2	43115	Washer/Extractor	6587603	30022	1995	Poor

DISPOSAL METHOD: Junk/Recycle Auction / Sold
 Donated Other: _____

Disposing Dept. Escambia County Road Prison

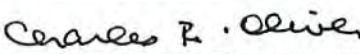
Property Custodian (Signature): Charles Blake  Phone No: 937-2100

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 5/10/11
FROM: Escambia County Bureau
 
Charles Snow
Escambia County Road Prison

RECOMMENDATION: Date: 5/5/11
TO: Board of County Commissioners
FROM: County Administration

Charles R. "Randy" Oliver,
County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magana/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

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

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

DATE: 5/10/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Charles Blake COST CENTER NO: 290201
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	48221	Computer Desktop	8TQUW	PII1500K	1999	Poor
2	50592	Computer Desktop	5FKG211	GX240	2001	Poor
3	52528	Computer Desktop	CF4CP31	SX270	2003	Poor
4	52529	Computer Desktop	FD4CP31	SX270	2003	Poor
5	54149	Computer Laptop	1PL91181	D510	2005	Poor


DISPOSAL METHOD: Junk/Recycle Auction / Sold
 Donated Other: _____

Disposing Dept. Escambia County Road Prison

Property Custodian (Signature): Charles Blake  Phone No: 937-2100

INFORMATION TECHNOLOGY (IT Technician): Rufus Smith
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: 5/10/11 Information Technology Technician Signature: 

TO: County Administration Date: 5-10-11
 FROM: Escambia County Bureau
 Charles Snow
 Escambia County Road Prison

RECOMMENDATION: Date: 8/5/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Olive
 Charles R. "Randy" Olive,
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaña/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-1231

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: West Florida Public Library Board of Trustees Reappointment

From: Marilyn D. Wesley, Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning West Florida Public Library Board of Trustees Reappointment - Marilyn D. Wesley, Community Affairs Department Director

That the Board reappoint Alexa Canady, M.D., to the West Florida Public Library Board of Trustees, for another four-year term, effective August 16, 2011, through August 15, 2015.

BACKGROUND:

The West Florida Public Library Board governs the operation and program of the Library. The membership consists of seven citizens: three of which are appointed by Escambia County, three by the City of Pensacola, and the final member is appointed by the other six members. Dr. Canady represents one of the County appointees, and has expressed a desire to be reappointed. Her brief biography is attached for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all appointments/reappointments to boards and committees established by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Alexa Canady - Bio/Resume

Brief Biographical Sketch

Alexa Canady

Date of Birth: November 7, 1950

Place of Birth: Lansing, Michigan

Education: University of Michigan BS in Zoology 1971

University of Michigan MD, cum laude 1975

Residency Training: Yale-New Haven Hospital, Surgery Internship 1975-1976

Neurosurgery Residency, University of Minnesota 1975-1981

Fellowship in Pediatric Neurosurgery, Children's Hospital of Philadelphia, University of Pennsylvania 1981-1982

Teaching Appointments: Instructor in Neurosurgery University of Pennsylvania

Assistant Professor, Associate Professor and then Full Professor of Neurosurgery at Wayne State University 1983-2001

Peter Scotanus Professor of Pediatric Neurosurgery at Wayne State until 2001

Professor of Pediatrics (Neurosurgery) Florida State University

Administrative Positions:

Chief of Neurosurgery Children's Hospital of Michigan 1986-2001

Vice Chairman Department of Neurosurgery Wayne State

Acting Chairman Department of Neurosurgery 2001

Honorary Degrees: University of Detroit-Mercy, Marygrove College, Central Michigan

University, University of Southwestern Connecticut, University of West Florida

National Positions: Chairman of the Neurological Devices Panel of the Food and Drug Administration

Co-Chairman of the Science Board Evaluation of the Center for Device Research for the Food and Drug Administration

Member of the Medical Advisory Board for the Hydrocephalus Association

Board Memberships: National Medical Fellowship

Children's Hospital of Michigan

Wayne State University Board of Visitors

Publications: More than 100

Presentations: More than 50

Featured in: 1. I Dream a World by Brian Lanker

2. National Library of Medicine Exhibit: Changing the Face of

3. Heart of a Lion, Hands of a Women



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1208

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Request for Disposition of Property

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board approve the five Request for Disposition of Property Forms, indicating 17 items, which are described and listed on the Request Forms, with reasons for disposition stated.

The surplus property listed on the Request for Disposition of Property Forms has been checked and declared surplus to be sold or disposed of as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

BACKGROUND:

The surplus property listed on the Request for Disposition of Property Forms has been checked and declared surplus to be sold or disposed of as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

BUDGETARY IMPACT:

Recoup of funds if/when property is sold.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Backup_Disposition of Property Forms

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Works

COST CENTER NO: 210301

Rhela Ransom

DATE: 7/27/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Rhela Ransom*

Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53528	Computer (Rancifer)	FB2W261	Lat D505		Bad
Y	54147	Computer (Kassebaum)	3X80581	Lat D510		Bad
Y	53649	Computer (Blanchard)	HL9QP61	SX280		Bad
Y	54553	Computer (Ransom)	3LW8N81	SX280		Bad
Y	49342	Computer (KIP PC)	B58T901	GX150		Bad
Y	52967	EngScanner Messenger	9donq41	GX260		Bad
Y	53725	Computer (KIP PC)	2V1TZ61	Prec 370		Bad
N	53724	Computer Minitower		Prec 370		Missing
Y	53998	Computer (Griffith)	1F94M71	SX280		Bad
Y	55493	Computer (Ireland)	<u>C8W P3 C1</u>	Prec M65		Bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Teresa Creel
 Print Name

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

Computer is Ready for Disposition

Date: 7/28/11 Information Technology Technician Signature: *Teresa Creel*

TO: County Administration Date: 7-28-11
 FROM: Escambia County Department Director (Signature): *Joy D. Blackmon*

Director (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners
 FROM: County Administration

Date: 8/4/11
Charles R. Oliver
 Charles R. "Randy" Oliver,
 County Administrator

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

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

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

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

DATE: 7/26/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 211601
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	047466-001	Light Bar			2006	Good
		Removed from 047466				
		Please drop from records				

DISPOSAL METHOD: Junked Auction / Sold
 Donated XX Other: To be used on future equipment

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 7/27/2011
 FROM: Traffic Division
Terry Gray
 Terry Gray

RECOMMENDATION: Date: 8/4/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver,
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

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

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

DATE: 7/26/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210203
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	46029	Tractor Mower Attachment	4593	611 Cutting	1997	Fair
		This was attachment to prop. #	33975 when it was sold 9/16/09			

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 7/26/2011
FROM: Escambia County Road Deepar
Terry Gray
Terry Gray

RECOMMENDATION: Date: 8/4/11
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver,
County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

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

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

DATE: 7/26/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210201
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	7999	Harrow	60033	200032	1969	Old
2	51167	Infrared Heater		GVU15AHP	2002	Broken
3	52046	Robinair Recovery Unit	5495	34135-2K	2003	Broken

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: Any usable parts will be removed before
Scraping the items

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): Sherry Holland Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 7/26/2011
 FROM: Escambia County Road Deapar Terry Gray

RECOMMENDATION: Date: 8/4/11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver,
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

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

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

DATE: 7/26/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210203
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	51168	Infrared Heater		GVU15AHP	2002	Good
2	51169	Infrared Heater		GVU15AHP	2002	Good

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): *Sherry Holland* Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 7/26/2011
FROM: Escambia County Road Deapar *Terry Gray*
Terry Gray

RECOMMENDATION: Date: 8/4/11
TO: Board of County Commissioners
FROM: County Administration
Charles R. Oliver
Charles R. "Randy" Oliver
County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1207

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Rawson Lane

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Consider the Petition to Vacate a Portion of Rawson Lane - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board schedule a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a Portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.

Pensacola Christian College, Inc., (PCC) owns the majority of the property abutting both sides of the portion of Rawson Lane, lying north of Brent Lane and south of Airport Boulevard. Rawson Lane is a paved County-maintained road (R/W varies). PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans.

PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres) lying north of Brent Lane and south of St. Eusebia Street as shown on attached Exhibit "A". Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

BACKGROUND:

Pensacola Christian College, Inc. (PCC) owns the majority of the property abutting both sides of the portion of Rawson Lane, lying north of Brent Lane and south of Airport Boulevard. Rawson Lane is a paved County-maintained road (R/W varies). PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans.

PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres) lying north of Brent Lane and south of St. Eusebia Street as shown on attached Exhibit "A". Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have requested that utility easements be reserved and subject to

reservations of easements for ingress/egress for Public Safety and pedestrians. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all property owners within 500 feet, along with the persons that attended the previous public meetings and community meetings will be notified. Staff has been in contact with Shell, Fleming, Davis & Menge, as agent for the Petitioner. It is the responsibility of the Petitioner's agent or Petitioner to advertise the Notice of Public Hearing.

Attachments

Petition

Map

**PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.**

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a portion of Rawson Lane lying between Airport Boulevard and Brent Lane in Escambia County, Florida, a copy of a map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

Commence at the northwest corner of Clopton's 60 Acre Tract; thence North 29 degrees 40'00" West along the northerly extension of the west line of said Clopton's 60 Acre Tract for a distance of 997.97 feet to the easterly extension of north line of parcel described in Official Record Book 4151 at page 80 of the public records of Escambia County, Florida for the point of beginning.

Thence North 60 degrees 20'00" East along said easterly extension for a distance of 33.00 feet to the east right of way line of Rawson Lane (R/W varied); thence South 29 degrees 40'00" East along said east right of way line for a distance of 531.81 feet; thence South 60 degrees 20'00" West for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 80.00 feet; thence North 60 degrees 20'00" East for a distance of 3.00 feet; thence South 29 degrees 40'00" East for a distance of 100.00 feet; thence South 60 degrees 20'00" West for a distance of 8.00 feet; thence South 29 degrees 40'00" East for a distance of 990.82 feet; thence North 60 degrees 24'25" East for a distance of 0.94 feet; thence South 29 degrees 35'35" East for a distance of 513.35 feet to the northerly line of parcel recorded in Official Record Book 5729 at page 1627 of the public records of said County; thence South 74 degrees 34'13" East along said north line for a distance of 26.69 feet; thence South 60 degrees 18'07" West for a distance of 97.02 feet to the easterly line of parcel recorded in Official Record Book 6059 at page 1893 of the public records of said County; thence North 10 degrees 50'26" East (this course and the next course along said easterly line) for a distance of 7.97 feet; thence North 29 degrees 38'29" West for a distance of 2.08 feet to the westerly line of parcel described in Official Record Book 5729 at page 1625 of the public records of said County; thence North 15 degrees 26'15" East along said westerly line for a distance of 16.82 feet to a point being at STATION 103+99.15/100.00' North offset from the centerline survey of

State Road 296, as shown on F.D.O.T. right of way Map 48270-2400 (F.P. #2224691)(said map being on file at F.D.O.T. District 3 office, Chipley, Florida), also being the northerly line of parcel recorded in Official Record Book 5475 at page 894 of the public records of said County; thence South 60 degrees 18'17" East along said north line for a distance of 0.20 feet; thence North 29 degrees 42'40" West for a distance of 186.54 feet; thence North 49 degrees 07'17" West for a distance of 36.09 feet; thence North 23 degrees 56'17" West for a distance of 71.55 feet; thence North 03 degrees 38'20" West for a distance of 14.37 feet; thence North 29 degrees 44'40" West for a distance of 35.54 feet; thence North 60 degrees 15'20" East for a distance of 10.00 feet; thence North 29 degrees 44'40" West for a distance of 81.92 feet; thence South 60 degrees 22'22" West for a distance of 8.52 feet; thence North 29 degrees 40'00" West for a distance of 1792.78 feet to the north line of parcel described in Official Record Book 4151 at page 80 of the public records of said County; thence North 60 degrees 20'00" East along the easterly extension of said north line for a distance of 33.00 feet to the point of beginning.

All lying and being in Sections 35 and 48, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.14 acres, more or less.

2. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in:

Section 35, Township 1 South, Range 30 West (35-1S-30); and
Section 48, Township 1 South, Range 30 West (48-1S-30),

portions of which are recorded in: O.R. Book 4151, Page 80; O.R. Book 5729, Pages 1625 and 1627; O.R. Book 6059, Page 1893; O.R. Book 5475, Page 894; and O.R. Book 4151, Page 80, of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

PETITIONER:

PENSACOLA CHRISTIAN COLLEGE, INC.

By: 
Arlin R. Horton, President

PETITIONER'S MAILING ADDRESS:

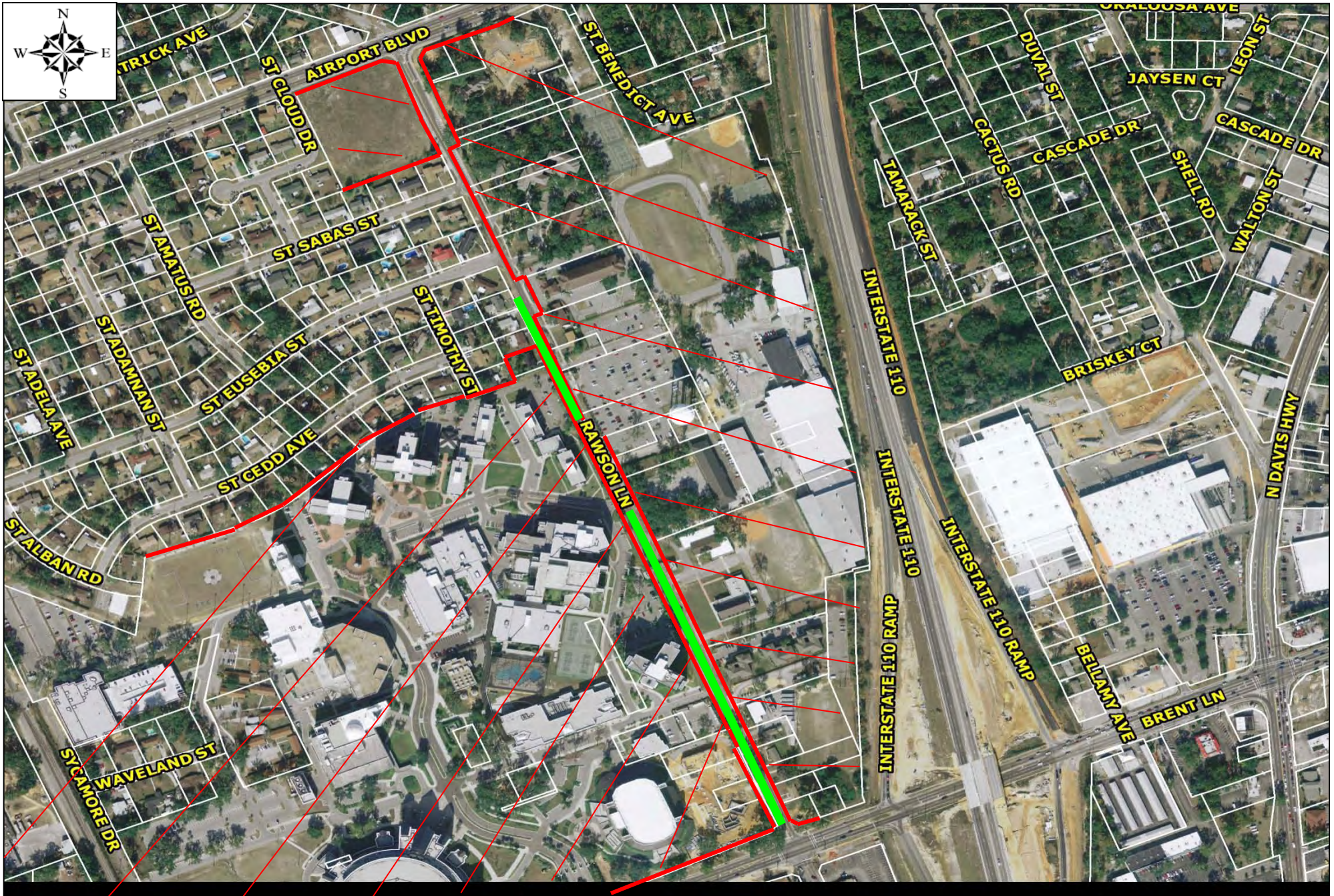
Post Office Box 18000
Pensacola, Florida 32523

AGENT FOR PETITIONER:

Stephen B. Shell
Shell, Fleming, Davis & Menge
226 Palafox Place, Ninth Floor
Pensacola, Florida 32502
(850) 434-2411 phone
(850) 435-1074 fax
sshell@shellfleming.com

July 29, 2011
Date

REQUEST TO VACATE PORTION OF RAWSON LANE
PETITIONER: Pensacola Christian College (PCC)



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT
JCC 07/29/11 DISTRICT 4



PCC PROPERTY



PORTION OF RAWSON LANE TO BE VACATED



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1203

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Solid Waste Management - Request for Disposition of Property

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

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

That the Board approve the three Requests for Disposition of Property Forms for the Solid Waste Management Department for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Solid Waste Dispositions 08182011

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Dept.: Solid Waste Management COST CENTER NO: 220602

Patrick Johnson DATE: 7/20/11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *P. Johnson* 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	52716	Electric Winch	904575	Warn M1500	12/22/2003	Unusable
N	51559	Control Panel	02091991-1		1/7/2003	Unusable
N	51560	Control Panel	02091992-1		1/7/2003	Unusable
N	51561	Control Panel	02091993-1		1/7/2003	Unusable
N	51562	Control Panel	02091994-1		1/7/2003	Unusable

Disposal Comments: Replaced with new equipment

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: _____ Fleet Manager Signature: *Dennis Rigby*

TO: County Administration Date: 7/20/11
 FROM: Escambia County Bureau Department Head: *P. Johnson*
 Department Head: Patrick Johnson

RECOMMENDATION: Date: 7/28/11
 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.: Solid Waste Management COST CENTER NO: 220603

Susan R. Holt
 Property Custodian (PRINT FULL NAME) DATE: 7/27/11

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	51541	Homa Submersible Pump	289882-01		12/10/2002	Unusable
N	51551	Homa Submersible Pump	289882-03		12/10/2002	Unusable
N	51552	Homa Submersible Pump	289882-04		12/10/2002	Unusable
N	51553	Homa Submersible Pump	289882-05		12/10/2002	Unusable

Disposal Comments: Replaced with working pumps.

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: 7/27/11
 FROM: Escambia County Bureau Department Head: [Signature]
 Department Head: Pat T. Johnson

RECOMMENDATION: Date: 7/28/11
 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.: Solid Waste Management COST CENTER NO: 220603

Susan R. Holt
 Property Custodian (PRINT FULL NAME) DATE: 7/27/11

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	B40001-000	Plant Addition			4/1/1979	Poor

Disposal Comments: Unusable - Will be torn down.

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: 7/27/11
 FROM: Escambia County Bureau Department Head: [Signature]
 Department Head: Pat T. Johnson

RECOMMENDATION: Date: 7/28/11
 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

Structure Detail

Building: 105 Oak Grove Landfill

Address: 745 N Hwy 99

City: Walnut Hill, FL 32568

Year Built: 1979

Area in Sq.Ft.: 85

Owner: Esc BCC

Leased: N

Responsibility: FM

Primary Occupant: Neighborhood/Community Services

Facility Status: Active

Current Use: Administration

Property Value: \$4,700

NFIP Policy Date:

RM Insp. Date:

Parcel ID: 04-4N-32-1306-001-001

Inside City Limits: N

Year Acquired: 1979

Number of stories: 1

Facility Type: Administrative/office

Date of Roof:

Occupancy: Administration

Content Value: \$2,500

FWUA Date:

Utility Responsibility: Other

HVAC: Package

Life Safety Systems: Fire Extinguisher

PARCEL DETAIL:

Fire District	Flood Zone	Distance to Gulf	Commissioner District
Walnut Hill		41.24	5

CONSTRUCTION DETAIL:

Const Class: Frame

Frame Type: Wood

Exterior Walls: Wood Siding on Studs

Foundation: Raised Wood Foundation

Floor Finish: Wood

Ceiling finish: None

Partitions: None

SUPPLEMENTAL WIND DETAIL:

Design Code: 1975-1984

Roof System: Compositions Shingles

Roof Anchor: Toe Nailing

Roof Framing Type: Wood Purlins

Cladding System: Wood

Bldg. Maint.: Maint. Enforced

Construction Quality: Certified Design

Roof Geometry: Flat Roof(<15 deg.)

Roof Age: Unknown

Roof Parapets: No Parapets

Basement: No Basement

SEWER SERVICE:

Provider
Portable

WATER SERVICE:

Provider	Meter Number	Acct.Number
Walnut Hill Water (EREC)	1446944	16-917

GAS SERVICE:

Provider	Meter Number	Acct.Number

ELECTRIC SERVICE:

Provider	Meter Number	Acct.Number
Escambia River Electric	1446944	16-917

BUILDING NOTES:

Note	User	Seq.No.	Date/Time
Escambia River Electric Company owns Walnut Hill Water Company for information on water contact EREC	jmfaulkn	1	2003-09-08 10:06:00.0



Right Face, East View



Rear Face, North View



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1159

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: CRA Meeting Minutes July 21, 2011

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

On July 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

Attachments

July 21 Meeting Minutes



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
July 21, 2011
8:45 a.m.

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

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

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

A. Accept, for filing with the Board's Minutes, the June 16, 2011, CRA's Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA;

B. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Debra Russell, owner of residential property located at 2324 West Avery Street, Pensacola, Florida, in the Englewood Redevelopment Area, for the replacement of the roof;

C. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Pensacola, Florida, in the Palafox Redevelopment Area, for the replacement of the roof;

D. Approving the following 16 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Jo Ann Welch	548 South 1st Street	\$900
Mary E. Meadows	402 West Sunset Avenue	\$3,296
Jean McPhee	415 Gibbs Road	\$2,900
Michael E. Dancer	302 Bryant Road	\$3,711
Wanda D. Brown	416 South 1st Street	\$5,685
Emory Bailes and Deborah Bailes	12 Lincoln Road	\$3,150
Michael C. Smith and Gwendolyn F. Smith	1228 West Bobe Street	\$1,991
John Michael	500 N. Wentworth Street	\$4,837
James Berry	1403 North "U" Street	\$1,640
James Rogers and Jennie Rogers	605 Rue Max Street	\$2,888

Lewis J. Rice	209 Ruberia Avenue	\$1,075
Mikal E. Kissick	202 Mandalay Drive	\$828
Edward P. Germann	210 Ruberia Avenue	\$1,700
Crystal J. Bryars	206 Lakewood Road	\$6,000
Myrtle Barnes	1202 Wisteria Avenue	\$1,701
Paul R. Barfield and Doreen H. Barfield	505 Lakewood Road	\$1,893; and

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

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

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

The meeting adjourned at 8:46 a.m.

/v/



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1154

County Administrator's Report Item #: 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Properties Located on Frontera Circle

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Properties Located on Frontera Circle - Keith Wilkins, REP,
Community & Environment Department Director

That the Board take the following action concerning properties located on Frontera Circle within the Brownsville Redevelopment Area (CRA):

- A. Authorize the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
- B. Authorize staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101]

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous code violations with current outstanding liens. The neighborhood is a rampant focal point for illegal activities including drug offenses, prostitution, robbery and assaults. As part of a Community Redevelopment revitalization effort, a plan will be developed and revised as necessary over the course of the project based on the results of the various inspections required by the County's ordinances. The abatement, assembly and/or redevelopment of this area is made more difficult by clouded titles, liens, foreclosures, absentee landlords and is expected to take two years and over \$250,000 to clear for renewal reinvestment and economic development.

BUDGETARY IMPACT:

Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101, and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration is required for pre-approval process.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Community & Environment Department/Community Redevelopment Agency (CED/CRA) will coordinate all implementation tasks.

Attachments

Frontera Circle Map

Frontera Circle



0 40 80 160 240 320 Feet





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1196

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: 5:31 p.m. Public Hearing Request to establish the Windsong Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a 5:31 p.m. Public Hearing Request for the Windsong Street Lighting MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize a Public Hearing for the establishment of a street lighting Municipal Services Benefit Unit (MSBU) on September 1, 2011, at 5:31 p.m., to consider the adoption of an Ordinance creating the Windsong Street Lighting MSBU.

BACKGROUND:

Windsong Subdivision has requested the establishment of a street lighting MSBU. A petition for creating the MSBU district was circulated among the Windsong property owners, and greater than fifty-five percent of property owners signed in favor. This is sufficient to meet the MSBU Guidelines and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

By submitting the petition/letter to the Board, the property owners are complying with the Board's adopted MSBU Guidelines and Procedures.

IMPLEMENTATION/COORDINATION:

Each property owner in the affected subdivision will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1257

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

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Reappointment to Value Adjustment Board

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Value Adjustment Board Reappointment - Charles R. "Randy" Oliver, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and approve reappointing Charles C. Sherrill, Jr., to the Escambia County Value Adjustment Board (VAB) to serve another one-year term, effective September 1, 2011, through August 31, 2012.

BACKGROUND:

Mr. Charles C. Sherrill, Jr., has expressed his desire to serve another term on the VAB. His resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Charles Sherrill Resume

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)

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 (#RZ0001665), 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	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1258 County Administrator's Report Item #: 11. 12.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Extension of 2011 Ad Valorem Property Tax Roll

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Extension of the 2011 Ad Valorem Tax Roll - Charles R. "Randy" Oliver, County Administrator

That the Board approve extending the 2011 Ad Valorem Tax Roll prior to completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

BACKGROUND:

By extending the 2011 Ad Valorem Tax Roll, it allows the Tax Collector to collect As Valorem Taxes for the various taxing authorities beginning November 1, 2011. It also allows the taxpayers the ability to pay their property taxes during each of the four discount periods.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter - Janet Holley, Tax Collector



Janet Holley, cfc

ESCAMBIA COUNTY
TAX COLLECTOR

POST OFFICE BOX 1312
PENSACOLA, FL 32591

(850) 438-6500
ectc@co.escambia.fl.us

TTY (850) 472-0031
(for the hearing impaired)

WEB:
www.escambiataxcollector.com

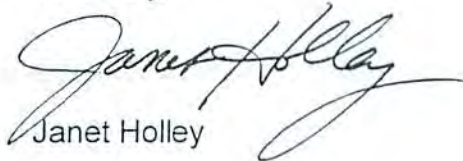
August 8, 2011

The Hon. Kevin White, Chair
Escambia County Board of Commissioners
Post Office Box 1591
Pensacola, FL 32591-1591

Dear Commissioner White:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2011 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2011. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,



Janet Holley

/cmj

cc: Randy Oliver, County Administrator
Chris Jones, Property Appraiser
Amy Lovoy, Budget Services Bureau Chief
Allison Rogers, County Attorney

"Where service is a matter of pride."



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1190 County Administrator's Report Item #: 11. 13.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 08/18/2011
Issue: Request for Disposition of Property
From: Jayne Bell
Organization: Santa Rosa Island Authority
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Santa Rosa Island Authority - Jayne Bell, SRIA, Director of Administration

That the Board approve the Request for Disposition of Property Form for the Santa Rosa Island Authority, for unusable computer equipment from the Bob Sikes Toll Bridge Facility, for the property listed on the Disposition Form (Dell Powervault Tape Library and Dell Precision workstation). These items are no longer functional and are eligible for recycling.

BACKGROUND:

The Dell Powervault Tape Library and the Dell Precision workstation were purchased by Escambia County in 2006 for the Bob Sikes Toll Bridge Facility. This equipment has quit working and is no longer useful.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

The Santa Rosa Island Authority administers the Bob Sikes Toll Bridge Facility for Escambia County.

Attachments

Request for Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Bureau: Santa Rosa Island Authority/Rob Sifers Toll Bridge COST CENTER NO: 340207

Paolo Ghio, Director of EDS/ Cheryl Messier, Assl. Adm DATE: 5/12/2011
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Cheryl Messier Phone No: 850-932-2257

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56425	Dell Powerwash Tape Library	CP0RC20184	ER-L1AAAG	12/21/2006	JUNK
Y	56418	Dell Precision workstation (Len1)		470	2006	JUNK

Disposal Comments: Quit Working-JUNK

INFORMATION TECHNOLOGY (IT Technician): Daniel Stevenson / ACS

Print Name: Automation Control Service
477-8440

Conditions: Disposal-Good Condition-Usable for BOCC
 Disposal-Bad Condition-Send for recycling-Usable

Computer is Ready for Disposition

Date: 2/11/11 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 7/18/11
FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 7/18/11
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

Property Custodian, please complete applicable portions of disposition form. See disposal process charts for direction. dg 03-23-10

CIRCUIT COURT AND
COUNTY COURT
SCAMEDIA COUNTY, FL

2011 JUL -5 P 3:58

FILED & RECORDED
ACCOUNTS PAYABLE



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1269

County Administrator's Report Item #: 11. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/18/2011

Issue: Conveyance of Utility Easement to Emerald Coast Utilities Authority (ECUA) Relative to Acceptance of Final Plat of Robert's Ridge Subdivision

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Utility Easement to Emerald Coast Utilities Authority (ECUA) Relative to Acceptance of Final Plat of Robert's Ridge Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a 25-foot-wide Utility Easement (approximately 14,825.41 square feet or 0.34 acres) to Emerald Coast Utilities Authority (ECUA) relative to acceptance of the Final Plat of Robert's Ridge Subdivision;

A. Approve granting a 25-foot-wide Utility Easement (approximately 14,825.41 square feet or 0.34 acres) to Emerald Coast Utilities Authority (ECUA), across a dedicated and County-maintained retention pond parcel in Forest Creek Phase I Subdivision, as recorded in Plat Book 15, at Page 15, of the Public Records of Escambia County, Florida;

B. Approve extending the time for developer's submittal of the Emerald Coast Utilities Authority (ECUA) acceptance letter, relative to the Final Plat of Robert's Ridge Subdivision, from 30 days, as approved by the Board of County Commissioners on August 4, 2011, until the recording of the Utility Easement to ECUA and receipt of the ECUA acceptance letter; and

C. Authorize the Chairman to sign all necessary documents, subject to Legal review and sign-off, granting a Utility Easement to Emerald Coast Utilities Authority (ECUA).

BACKGROUND:

Meeting in regular session on August 4, 2011, the BCC granted conditional approval of the final plat of Robert's Ridge Subdivision subject to County Engineer's approval and receipt of the ECUA acceptance letter within 30 days. ECUA's acceptance is conditioned upon receipt of a utility easement for the portion of the sewer system located on County property, which is a dedicated and County maintained retention pond in Forest Creek Subdivision as recorded in Plat Book 15 at Page 15 of the public records of Escambia County, Florida. Due to the logistics of the process of conveyance and recording of a utility easement to ECUA, staff has determined that the 30 day time frame for submittal of the ECUA acceptance letter does not allow enough time for this process. Therefore staff is requesting the Board approve the conveyance of a utility easement as shown and described on attached Exhibit "A", to ECUA and extend the time frame for the developer's submittal of the ECUA acceptance letter until the recording of the utility

easement. Staff has reviewed this easement request and has determined that the conveyance of the utility easement will not adversely affect the County or the public's use of the property.

BUDGETARY IMPACT:

All cost associated with accepting and recording of documents will be borne by the developer of Robert's Ridge Subdivision.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review and approve the utility easement prior to execution and recording.

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:

After Board approval and upon execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida.

Attachments

Exhibit "A"

Board Action 08/04/11

map

EXHIBIT "A"

DESCRIPTION & DESCRIPTION SKETCH

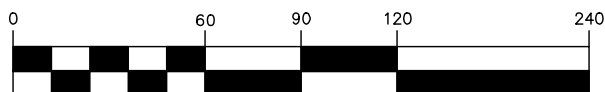
DESCRIPTION:

DESCRIPTION AS PREPARED BY RUSSELL T. WEAVER, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6224. COMMENCE AT THE SOUTHWEST CORNER OF FOREST CREEK PHASE 1, A SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 15, AT PAGE 15 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 00 DEGREES 07 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 163.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 07 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF LOT 27, BLOCK "B", OF SAID FOREST CREEK PHASE 1; THENCE GO SOUTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE SOUTHERLY LOT LINES OF LOTS 27, 26, 25, 24, 23, AND LOT 22, BLOCK "B" OF SAID FOREST CREEK PHASE 1, A DISTANCE OF 573.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22, BLOCK "B" FOREST CREEK PHASE 1; THENCE CONTINUE SOUTH 89 DEGREES 18 MINUTES 29 SECONDS EAST A DISTANCE OF 18.85 FEET TO THE NORTHEAST CORNER OF THE RETENTION AREA PARCEL, FOREST CREEK PHASE 1; THENCE GO SOUTH 01 DEGREES 33 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID RETENTION AREA PARCEL A DISTANCE OF 25.02 FEET; THENCE GO NORTH 89 DEGREES 18 MINUTES 29 SECONDS WEST A DISTANCE OF 593.69 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND BEING A 25 FEET WIDE UTILITY EASEMENT LYING OVER THE NORTH 25.00 FEET OF THE RETENTION AREA PARCEL, LYING SOUTH OF LOTS 22, THRU 27, BLOCK "B" FOREST CREEK PHASE 1, (PLAT BOOK 15, PAGE 15) AND CONTAINS 14,825.41 SQUARE FEET OR 0.34 ACRES.

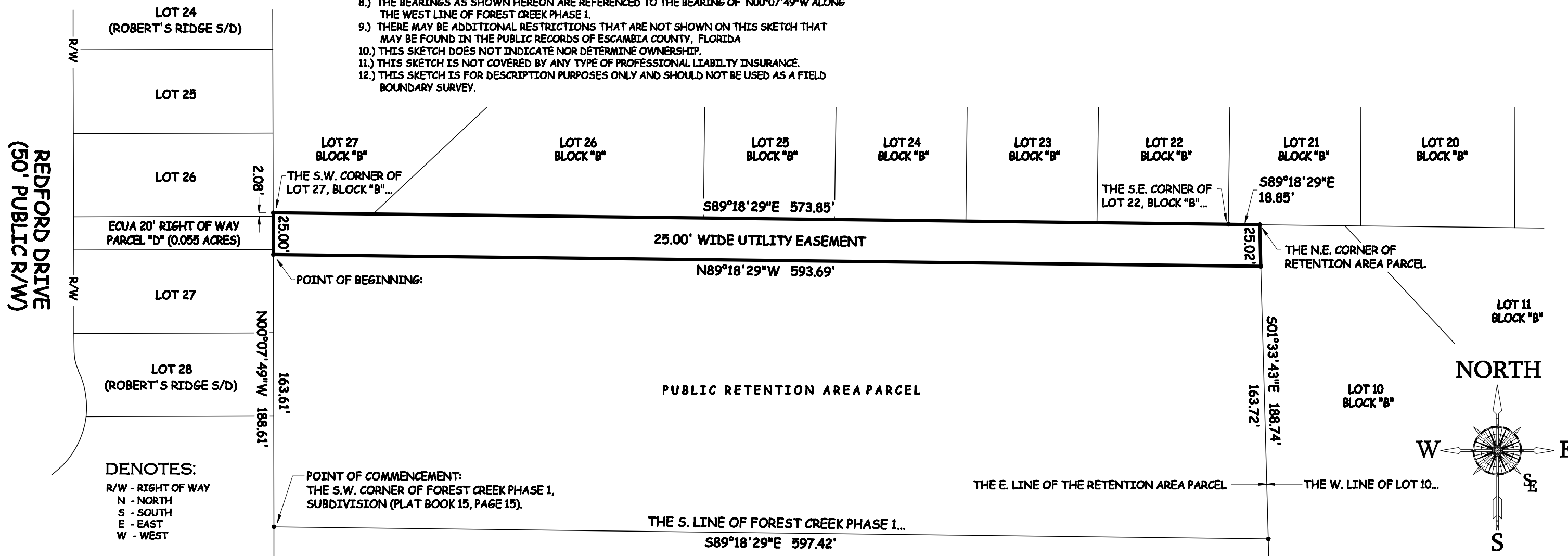
SURVEYOR'S NOTES:

- 1.) THIS SKETCH WAS PREPARED FOR THE CLIENT AS SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT PRIOR APPROVAL FROM THE UNDERSIGNED SURVEYOR.
- 2.) ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- 3.) NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY THE UNDERSIGNED FOR THE SUBJECT PROPERTY, THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAYS, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS OF RECORD THAT COULD AFFECT THE SUBJECT PROPERTY.
- 4.) THE ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
- 5.) THE EASEMENT AS DEPICTED ON THIS SKETCH IS A NEW EASEMENT CREATED AT THE CLIENTS REQUEST.
- 6.) NO ENCROACHMENTS OF ANY KIND ARE SHOWN HEREON ON THIS SKETCH.
- 7.) THE HORIZONTAL DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORDED PLAT OF FOREST CREEK PHASE 1, (PLAT BOOK 15, PAGE 15).
- 8.) THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF N00°07'49"W ALONG THE WEST LINE OF FOREST CREEK PHASE 1.
- 9.) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
- 10.) THIS SKETCH DOES NOT INDICATE NOR DETERMINE OWNERSHIP.
- 11.) THIS SKETCH IS NOT COVERED BY ANY TYPE OF PROFESSIONAL LIABILITY INSURANCE.
- 12.) THIS SKETCH IS FOR DESCRIPTION PURPOSES ONLY AND SHOULD NOT BE USED AS A FIELD BOUNDARY SURVEY.

GRAPHIC SCALE



1 Inch = 60 Feet



DENOTES:

- R/W - RIGHT OF WAY
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST

POINT OF COMMENCEMENT:
THE S.W. CORNER OF FOREST CREEK PHASE 1, SUBDIVISION (PLAT BOOK 15, PAGE 15).

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

RUSSELL T. WEAVER
106 STONE BOULEVARD, CANTONMENT, FLORIDA 32533

[Signature] DATE: 7/28/2011

RUSSELL T. WEAVER, PROFESSIONAL SURVEYOR & MAPPER
PSM NUMBER 6224, STATE OF FLORIDA

SCALE:	1" = 60'
DRAWN BY:	TWJ
CHECKED BY:	RTW
DATE:	7/28/2011
CREW:	TW - EP
FIELD DATE:	7/28/2011
FIELD BOOK:	RI-21
PAGES:	25

REQUESTED BY:	EMERALD COAST UTILITY AUTHORITY
PREPARED FOR:	EMERALD COAST UTILITY AUTHORITY
PROPERTY ADDRESS:	FOREST CREEK PHASE 1 SUBDIVISION
A PORTION OF SECTION 21, TOWNSHIP 1 NORTH RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA	
TYPE OF SURVEY: DESCRIPTION & DESCRIPTION SKETCH	

RUSSELL T. WEAVER

PROFESSIONAL SURVEYOR & MAPPER
LAND DEVELOPMENT, PLANNING, SURVEYING AND GPS
106 STONE BOULEVARD, CANTONMENT, FLORIDA 32533
PHONE (850) 988-0991 FAX (850) 988-0996

#	DATE	APPROVED BY:	REVISIONS:

JOB NUMBER
1100-11

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

5. Recommendation: That the Board, at the 5:48 p.m. Public Hearing, approve, for transmittal, the proposed Comprehensive Plan Amendment, Future Land Use Element, amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030; amending Chapter 7, “The Future Land Use Element,” to add Policy (FLU) 5.4.6, establishing a process for (*ensuring appropriate identification,*) protection and management of regionally significant natural resources within the Optional Sector Plan; amending Policy (FLU) 5.6.1 to delete certain requirements regarding conservation areas from the detailed specific area plans boundary determination analysis.

Approved 3-0, with Commissioner Robinson and Commissioner Valentino absent

Speaker(s) – None.

II. ACTION ITEM

1. Recommendation: That the Board take the following action concerning recording of the Final Plat of Robert’s Ridge (a 61-lot, single-family residential subdivision), located in the Cantonment Community on West Roberts Road, lying west of U.S. Highway 29; the subdivision is owned and developed by West Roberts, LLC; prior to recording, the County Engineer, County Surveyor, Development Services Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes:
 - A. Approve the Final Plat for recording;
 - B. Approve the street names “Redford Drive” and “DeNiro Court”;
 - C. Accept all public easements and drainage improvements within public easements/ public parcels, as depicted upon the Final Plat, for permanent County maintenance, subject to the transfer of the stormwater system to operation and maintenance phase through the Water Management District; the costs of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

(Continued on Page 27)

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEM – Continued

1. Continued...

D. Authorize the Chairman or Vice Chairman to execute a *Two-Year Warranty Agreement for Streets and Drainage Improvements without Surety/Financial Security (Limited Liability Company)* and a *Release of Claims for Damages, Hold Harmless, and Indemnification Agreement (Corporation)*.

Approved 3-0, with Commissioner Robinson and Commissioner Valentino absent, as amended to add Item E, as follows:

E. (*Approve Items A through D*) subject to County Engineer’s approval and conditioned on (*receipt of*) the ECUA (*Emerald Coast Utilities Authority*) Acceptance Letter within 30 days

III. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following three Public Hearings for Thursday, September 1, 2011:

A. 5:45 p.m. – A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on August 8, 2011:

(1) Case Number:	Z-2011-14
Location:	1991 West Detroit Boulevard
Property Reference Number:	13-1S-31-1100-001-004
Property Size:	8.69 (+/-) acres
From:	R-2/R-3
To:	R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 dwelling units per acre)
FLU Category:	MU-U, Mixed Use-Urban
Commissioner District:	3
Requested by:	Jean McPhee, Agent for Nicole Zubon, Owner

(Continued on Page 28)

PROPOSED UTILITY EASEMENT TO ECUA



**ROBERT'S RIDGE
SUBDIVISION
(NOT SHOWN)**

**COUNTY RETENTION
POND PARCEL**

SOUTHERN OAKS DR

SWEETLEAF CT

RIDGE RD

BIG OAK LN



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 5

 **PROPOSED 25-FOOT WIDE UTILITY EASEMENT**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1172

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: SBA#259 - Federal Elections Activity Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #259 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #259, Other Grants and Projects Fund (110) in the amount of \$35,576, to recognize Grant funds from the Department of State, Federal Election Activities, and to appropriate these funds for election-related activities in Escambia County.

BACKGROUND:

The Escambia County Supervisor of Elections (SOE) has received a grant from the Department of State, Federal Election Activities, for the upcoming fall Federal Elections. This grant requires a match of \$5,336.32 and will come out of the existing SOE FY10/11 Budget.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of \$35,576.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#259

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2011-**

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

WHEREAS, the Supervisor of Elections has received grant proceeds from the Department of State, Federal Election Activities, these funds must now be recognized and appropriated accordingly

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

Other Grants & Projects Fund Name	110 Fund Number	Account Code	Amount
Revenue Title	Fund Number	Account Code	Amount
Federal Elections Activity Grant	110	331105	35,576
Total			\$35,576

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Promotional Activities	110/550125	54801	35,576
Total			\$35,576

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
#259



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1213 County Administrator's Report Item #: 11. 2.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Supplemental Budget Amendment #263 - 2011 State Housing Initiatives Partnership Program (SHIP) Funds

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #263 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #263, State Housing Initiatives Partnership (SHIP) Fund (120) in the amount of (\$2,125,000), to recognize a decrease in anticipated 2011 SHIP revenues, and to appropriate this decrease in funding into the current year's Budget allocations.

BACKGROUND:

The Florida Legislature failed to appropriate funds for the 2011 State Housing Initiatives Partnership (SHIP). Therefore, the projected 2011 SHIP revenues and budgeted expenses must be removed from the FY 2010/2011 budget to accurately reflect the status of the funds.

BUDGETARY IMPACT:

This amendment will decrease Fund 120 by \$2,125,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 263

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

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

WHEREAS, the Florida Legislature failed to appropriate 2011 State Housing Initiatives Program (SHIP) funds for the benefit of addressing affordable housing needs in Escambia County and the City of Pensacola as originally projected, and such funds need to be removed from the County's FY 2011 budget in order to accurately reflect available affordable housing funding for the local community.

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:

2011 SHIP Program Fund Name	120 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2011 SHIP Program	120	335703	(\$2,065,909)
SHIP Trust Fund Interest	120	361001	(10,000)
SHIP Miscellaneous Revenues	120	338001	(49,091)
Total			(\$2,125,000)

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	120/220431	53401	(170,000)
Other Current Charges & Obligations	120/220431	54901	(30,000)
Other Grants & Aids	120/220431	58301	(1,895,000)
Reserves	120/220431	59801	(30,000)
Total			(2,125,000)

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#263



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1214

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Supplemental Budget Amendment #264 - 2012 State Housing Initiatives Partnership Program (SHIP) Funds

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #264 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #264, State Housing Initiatives Partnership (SHIP) Fund (120) and the General Fund (001) in the amount of \$453,614, to recognize proceeds from the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support Grant-funded affordable housing activities in Escambia County and the City of Pensacola.

BACKGROUND:

The Florida Housing Finance Corporation (FHFC) has approved and allocated 2012 State Housing Initiatives Partnership (SHIP) funds from FHFC resources to provide minimal continuation funding for SHIP Program activities in Escambia County and the City of Pensacola.

BUDGETARY IMPACT:

This amendment will increase Fund 120 by \$446,864 and Fund 001 by \$6,750.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 264

**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, 2012 State Housing Initiatives Program (SHIP) funds have been awarded to Escambia County by the Florida Housing Finance Corporation and such funds must be budgeted in FY 2011 to support affordable housing programs operated jointly by Escambia County and the City of Pensacola. These funds must be recognized and appropriated in the current year's budget.

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

General Fund 2012 SHIP Program Fund Name	1 120 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2012 SHIP Program (provided by FHFC)	120	335704 (new)	\$417,864
SHIP Trust Fund Interest	120	361001	\$9,000
SHIP Miscellaneous Revenues	120	338001	\$20,000
Indirect Costs	001	369936	\$6,750
Total			\$453,614

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services (NEFI & City of Pensacola Housing)	120/220440 (new)	53401	\$35,000
Other Current Charges & Obligations (County Indirect Cost)	120/220440 (new)	54901	\$6,750
Other Grants & Aids (Down Payment/Closing Cost Assistance) (Home Repair Assistance)	120/220440 (new)	58301	\$405,114
Reserves for Operating	001/110201	59805	\$6,750
Total			\$453,614

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#264



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1217

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: SBA#265 - Sheriff Insurance Reimbursements

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #265 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #265, General Fund (001) in the amount of \$22,373, to recognize automobile insurance reimbursements, and to appropriate these funds back into the Sheriff's Operating Budget for vehicle repairs.

BACKGROUND:

The Sheriff's Department has received automobile insurance reimbursements from damaged vehicle claims, these revenues will be appropriated back into the Sheriff's current FY10/11 Budget for vehicle repairs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 in the amount of \$22,373.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#265

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

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

WHEREAS, the Escambia County Sheriff has received automobile insurance reimbursements, these funds must now be recognized and appropriated back into the Sheriff's Budget accordingly

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

General Fund Fund Name	1 Fund Number	Account Code	Amount
Insurance Proceeds	1	369008	22,373
Total			\$22,373

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	22,373
Total			\$22,373

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
#265



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1224

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Supplemental Budget Amendment #271 - Insurance Claim Reimbursement

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #271 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #271, Transportation Trust Fund (175) in the amount of \$3,685, to recognize an insurance reimbursement for equipment damage and repairs to traffic and pedestrian signals at various locations throughout the County, and to appropriate these funds back to where the equipment was purchased.

BACKGROUND:

These funds are for damages to various traffic signal controllers which were struck by lightning and for a pedestrian signal which was caused from an automobile accident.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$3,685.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 271

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

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

WHEREAS, Escambia County received insurance reimbursements for equipment damage and repairs to traffic and pedestrian signals, 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:

Transportation Trust Fund Fund Name	175 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	175	369008	\$3,685
Total			\$3,685

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	175/270201	54601	\$3,685
Total			\$3,685

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
#271



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1222

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Supplemental Budget Amendment #270 – Insurance Proceeds and Oak Hills Subdivision Fees

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #270 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #270, Master Drainage Basin Fund (181) in the amount of \$48,706, to recognize insurance proceeds received for damage to a concrete ditch on Jack's Branch Road and funds collected from the Oak Hills Subdivision developer, and to appropriate these funds into the proper Master Drainage Basin Fund Cost Centers.

BACKGROUND:

Escambia County received an insurance reimbursement for \$3,787 for damage to a concrete ditch resulting from an accident on Jack's Branch Road on February 5, 2011. The proceeds are reimbursing repair work completed. The County also received \$44,919 from the Oak Hills Subdivision developer as part of the permit fee to ensure that the developer completed their part of the development order. The funds can be used for improvements that the developer did not construct.

BUDGETARY IMPACT:

This amendment will increase Fund 181 by \$48,706.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

sba270

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2011-**

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

WHEREAS, Escambia County received insurance reimbursements for repair of a concrete ditch and also fees from the developer of Oak Hills Subdivision, 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>Master Drainage Basin</u>	<u>181</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
<u>Insurance Proceeds</u>	<u>181</u>	<u>369008</u>	<u>\$3,787</u>
<u>Reimbursements</u>	<u>181</u>	<u>369401</u>	<u>\$44,919</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total			<u>\$48,706</u>
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
<u>Improvements Other than Bldgs</u>	<u>181/210734</u>	<u>56301</u>	<u>\$3,787</u>
<u>Improvements Other than Bldgs</u>	<u>181/210724</u>	<u>56301</u>	<u>\$44,919</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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Total			<u>\$48,706</u>

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-1223

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Morris Court Improvement Project PD 10-11.058

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Morris Court Improvement Project PD 10-11.05 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to P Brown Builders, LLC, in the base bid amount of \$385,175, plus bid alternate #2, in the amount of \$21,865 and bid alternate #4 in the amount of \$42,000, for a total Contract award of \$449,040 for the Morris Court Improvement Project, PD 10-11.058.

[Funding: Fund 129, Neighborhood Stabilization Program 3 (NSP3), Cost Center 220507, Object Code 58301]

BACKGROUND:

Neighborhood Stabilization Grant Program 3 (NSP3) Grant funds have been awarded to Escambia County for a variety of affordable housing activities, including those specifically targeted to persons/families with incomes below 50% of the area median income. The Grant was accepted by the Board on May 19, 2011. Rehabilitation of 5 vacant duplexes (10 units) within the Area Housing Commission's Morris Court rental complex is an approved project within the NSP 3 grant. This recommendation reflects the results of the Morris Court Improvement Project (PD10-11.058) bid process which provides for the complete renovation of these units to preserve them for affordable housing.

BUDGETARY IMPACT:

[Funding: Fund 129 Neighborhood Stabilization Program #(NSP3) Cost Center 220507, Object Code 58301]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's standard form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is consistent with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64 Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

**DESCRIPTION: Morris Court Improvement Project
 BID # PD 10-11.058**

BID TABULATION		DESCRIPTION: Morris Court Improvement Project BID # PD 10-11.058																	
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 07/27/2011 Bid Opening Location: Conf Rm 11.407		Cover Sheet/Acknowl.		Bid Bond or Check		Written Opinion of Attorney at Law for a foreign state		Drug-Free Workplace Form		Information Sheet for Transactions & Conveyances Corporation ID		Certificate of Authority to do Business in the State of Florida		Acknowledgement of Addendums		Sworn Statement Pursuant to Section 287.133(3)(a) on Florida Entity Crimes		Federal Compliance Forms & Certification	
Jack Moore & Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
P Brown Builders, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Empire Builders, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E. B. Morris General Contractors	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BIDS OPENED BY:		Joe F. Pithiary, Jr., Purchasing Coordinator		DATE: July 27, 2011															
BIDS TABULATED BY:		Angie Holbrook, SOSA		DATE: July 27, 2011															
BIDS WITNESSED BY:		Angie Holbrook, SOSA		DATE: July 27, 2011															

The Purchasing Chief/Designee recommends to the BCC: To award bid and contract to P Brown Builders, LLC in the Base Bid amount of \$385,175 plus Bid Alternate #2 in the amount of \$21,865 and Bid Alternate #4 in the amount of \$42,000 for a total contract award of \$449,040 for the above referenced project

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Note: A "No Bid" was submitted by S. L. Watkins Enterprises, Inc.

Note: Bid received from J. Miller Construction, Inc. was deemed Non-Responsive

Posted 11:09 a.m. CDT, 08/04/2011


 JFP/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1221

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Custodial Services PD 10-11.049, Gasoline and Diesel Fuel PD 10-11.059 and Security Services for Various County Buildings PD 10-11.043

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendations Concerning Custodial Services, Gasoline and Diesel Fuel and Security Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the Chairman to execute the following Agreements previously awarded by the Board on August 4, 2011: Custodial Services, PD 10-11.049; Gasoline and Diesel Fuel, PD 10-11.059; and Security Services for Various County Buildings, PD 10-11.043.

BACKGROUND:

NA

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the contracts.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Contract for Security Services

Contract for Gas and Diesel Fuel

Contract for Custodial Services

AGREEMENT FOR SECURITY SERVICES PD 10-11.043

This Agreement is made and entered into this ____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Suite 400, Pensacola, Florida 32502, and Securitas Security Services, USA, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 71-0912217, and whose principal address is 11 East Olive Road, Suite 101, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, Contractor is a firm with expertise in the area of professional security services; and

WHEREAS, the County is in need of a Contractor to provide such security services for County buildings as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon October 1, 2011, and continue for a term of one (1) year, with an option to renew for four (4) successive 12 month periods. In no event shall the Agreement extend beyond five (5) years in duration after exercising all options for renewal.
3. **Scope of Services.** Contractor agrees to provide security services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 10-11.043, attached hereto as Exhibit "A," and as provided in the Contractor's Proposal attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated June 29, 2011, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

6. **Termination.** This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to the Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. **Insurance.** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Securitas Security Services, USA, Inc.
 Attention: Ernest Rohrabough
 11 East Olive Road, Suite 101
 Pensacola, Florida 32514

To: County

County Administrator's Office
 Attn: Cheryl Lively, Program Coordinator
 221 Palafox Place, Suite 420
 Pensacola, Florida 32502

Corrections Bureau
 Attn: Gordon Pike, Director
 2251 North Palafox Street
 Pensacola, Florida 32501

Court Administration
 Attn: Will Moore, Administrative Services Manager
 190 Governmental Center
 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2011, and Securitas Security Services, USA, Inc., signing by and through its Area Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: PCA
Date: 7/28/11

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

By: _____
Louis W. Sturdivant, Area Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

AGREEMENT RELATING TO GASOLINE AND DIESEL FUEL PD 10-11.059

This Agreement is made this ____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Cougar Oil, Inc., a foreign for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 63-0596053, and whose principal address is 1411 Water Avenue, Selma, Alabama 36071.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for Gasoline and Diesel Fuel (PD 10-11.059); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon October 1, 2011, and continue for a term of one (1) year with the option to renew for two subsequent one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 10-11.059, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated July 7, 2011, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Annual Price Adjustments. Either party may request an adjustment in the Contractor's existing rate schedule on an annual basis. Both the Contractor and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Contractor's revised rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law, and the Contractor shall no longer be eligible to offer its services to the County pursuant to this Agreement. Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

7. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on

behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Cougar Oil, Inc.
Attention: Rex Jones
3861 North Palafox Street
Pensacola, Florida 32505

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY

through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2011, and Cougar Oil, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Kevin W. White, Chairman

Date: _____

BCC Approved: _____

By: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin Auel

Title: HCA

Date: 8/4/11

CONTRACTOR:
COUGAR OIL, INC.

By: J. Larry Jones, President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

AGREEMENT FOR CUSTODIAL SERVICES PD 10-11.049

This is an Agreement is made this ____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and American Facility Services, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 58-1950842, and whose principal address is 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004.

WITNESSETH:

WHEREAS, Contractor is a firm with expertise in the area of professional custodial services; and

WHEREAS, the County is in need of a Contractor to provide such custodial services for County buildings as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed by the parties and continue for a term of three (3) years, with an option to renew for three (3) successive 12 month periods. In no event shall the agreement extend beyond six (6) years in duration after exercising all options for renewal.
3. Scope of Services. Contractor agrees to provide custodial services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 10-11.049, as modified and amended by Addendum #1 and Addendum #2, attached hereto as Composite Exhibit "A," and as provided in the Contractor's Proposal attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated June 8, 2011, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with

appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the other party.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: American Facility Services, Inc.
Attention: Kevin McCann
1325 Union Hill Industrial Ct., Ste A
Alpharetta, GA 30004

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2011, and American Facility Services, Inc., signing by and through its President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: Austin Hual

Title: ACA

Date: 8/4/11

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:
AMERICAN FACILITY SERVICES, INC.

ATTEST:

By: Kevin McCann, President

By: _____
Corporate Secretary

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1220

County Administrator's Report Item #: 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: PD 10-11.055 State Lobbying Services

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 10-11.055. State Lobbying Services - Amy Lovoy.
Management and Budget Services Department Director

That the Board award Contract PD 10-11.055 to Gentry and Associates, LLC, for State Lobbying Services for Escambia County for a period of 36 months, beginning on January 1, 2012, for an annual amount of \$60,000, and authorize the Chairman to execute the Agreement for Lobbyist Services for Escambia County, Florida PD 10-11.055.

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

BACKGROUND:

The Request for Proposals for State Lobbying Services was advertised in the Pensacola News Journal on June 6, 2011. On June 24, 2011 4 responses were received.

BUDGETARY IMPACT:

Funding: Fund 001 General Fund, Cost Center 110201

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

**AGREEMENT FOR LOBBYIST SERVICES
FOR ESCAMBIA COUNTY, FLORIDA PD10-11.055**

THIS AGREEMENT is made this _____ day of _____, 2011 by and between Gentry & Associates, LLC, a Florida limited liability company, whose mailing address is 2305 Braeburn Circle, Tallahassee, Florida 32309 and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Gentry & Associates, LLC is a Florida based government relations firm representing clients before the Florida Legislature, state and federal administrative agencies, the Florida Governor and Cabinet; and

WHEREAS, the County is in need of representation by a professional government relations firm for the purpose of advancing its financial and programmatic needs at the state level of government.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, Gentry & Associates, LLC and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** Gentry & Associates, LLC agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of three (3) years, commencing on January 1, 2012, and ending on December 31, 2015, with the option for renewal as may be mutually agreed upon by the parties, in writing, at least sixty (60) days prior to the expiration of the term.
3. **Scope of Services.** Gentry & Associates, LLC agrees to provide professional state lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services attached hereto as Exhibit "A". Gentry & Associates, LLC agrees to direct questions regarding the County's needed services to the County Administrator or County Attorney unless otherwise directed by these individuals. Gentry & Associates, LLC agrees to use its best efforts in its representation of County. County understands that Gentry & Associates, LLC cannot guarantee certain results will be obtained.

Gentry & Associates, LLC agrees to use Richard L. Gentry to represent the County as its primary lobbyist. Due to the nature of the services to be provided by these individuals and the firm of Gentry & Associates, LLC under this Agreement, shall not be assignable.

4. **Fees & Billing.** In exchange for Gentry & Associates, LLC performing professional lobbyist services, the County agrees to pay Gentry & Associates, LLC an annual retainer fee of Sixty Thousand (\$60,000) Dollars and expenses of up to Twenty-

Five Hundred (\$2,500) Dollars for travel, extraordinary printing/copying or overnight expenses, which shall be reimbursable if pre-approved by the County Administrator or County attorney. Gentry & Associates, LLC agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Gentry & Associates, LLC records regarding reimbursable travel expenses upon reasonable notice to Gentry & Associates, LLC.

5. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party.

6. Conflict of Interest. Gentry & Associates, LLC agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Gentry & Associates, LLC further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Gentry & Associates, LLC also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

7. Indemnification. Gentry & Associates, LLC shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Gentry & Associates, LLC failure to maintain insurance as required in Paragraph 7 or to properly report or pay any applicable federal, state or local fees or taxes.

8. Insurance. Gentry & Associates, LLC shall procure and maintain, at its sole expense during the term of this Agreement, Worker's Compensation Insurance with limits are required by state law as well as a commercial umbrella general liability insurance with a minimum amount of \$1,000,000.

Gentry & Associates, LLC insurance shall be written by a company or companies licensed to do business in the State of Florida. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the County.

Gentry & Associates, LLC agrees to make no changes to coverage without notice to County and shall not permit the coverage to expire, be cancelled or not be renewed due to an act or omission by Gentry & Associates, LLC.

9. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Gentry & Associates, LLC acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as

are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

10. Compliance with Laws. Gentry & Associates, LLC agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

11. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

This document approved as to form
and legal sufficiency.

By: 

Title: ACA

Date: 8/3/11

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

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk
(SEAL)

GENTRY & ASSOCIATES, LLC

By: Richard L. Gentry

ATTEST:

By: _____
Corporate Secretary
(SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

Gentry & Associates, LLC (hereinafter referred to as "the Consultant") will represent the Escambia County Board of County Commissioners (County) before the Florida State Legislature, including its committees, and agencies beginning in calendar year 2012. The goal of such representation will be to secure legislation and state funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Explicit responsibilities of the Consultant include:

1. The Consultant will communicate and provide a monthly progress report to the County Economic Development Coordinator and/or County Administrator or designated staff, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist in advancing the County's efforts.
2. To the highest degree possible, the Consultant will represent the County's interest in securing state assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request outlined in Exhibit "B"(Legislative Request Package).
 - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.
3. The Consultant shall advocate positions before the State Legislature, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:
 - a. Any state legislation which passes additional cost burdens onto the County
 - i. Medicaid
 - ii. Criminal justice
 - iii. Environmental issues
 - b. Sunsetting of Department of Community Affairs
 - i. Need for more local control in areas dealing with land use and growth management
 - c. Sunsetting of Department of Environmental Protection
 - i. Need for more local control

- ii. Need to remove layers of duplicative effort
 - iii. Need to provide the agencies with enforcement capabilities
- d. Transportation Funding Alternatives (RTFA)
 - e. Economic Development Incentives
 - f. Transit
 - g. Health Insurance

Revisions:

The COUNTY may suggest revisions to this Scope of Services highlighting or de-emphasizing certain facets or activities, as the COUNTY'S priorities emerge and new information becomes available.

Specific Performance:

The Consultant must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. Specific activities and deliverables by/from the Consultant shall include the following:

1. Communicate directly with the County Economic Development Coordinator to secure sponsors for proposed bills or amendments to state law.
2. Require Attendance and notification, if possible, of meetings (including, but not limited to, legislative committee meetings and sessions) where legislative issues of importance to Escambia County are being discussed. Request attendance of County Staff (Economic Development Coordinator) to travel to meetings to assist if need.
3. Attend state agency meetings, when necessary, to monitor rule making proceedings.
4. Provide the County, through the Economic Development Coordinator, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
5. Provide the County, through the Economic Development Coordinator, with a monthly summary of legislative activities on behalf of the County in non-session months.
6. Travel to Escambia County, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (We will utilize video and phone conference systems.)
7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging

legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.

8. If possible identify criteria for eligibility, which may include replacing or modifying existing request.

9. Monitor legislation and forward pertinent information to the Economic Development Coordinator for distribution to appropriate staff on a weekly basis.

10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.

11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.

12. Research and gather socioeconomic and other information to support the COUNTY'S issues, to heighten the state government's awareness that the COUNTY has significant and demonstrated needs and, in general, that the COUNTY has not historically received its "fair share" of legislative attention.

13. The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate state agencies, elected officials and staff.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1209

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: 2nd Street Widening and Repaving/Area Drainage

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2nd Street Widening and Repaving/Area Drainage - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.057, "2nd Street Widening and Repaving/Area Drainage", to Panhandle Grading & Paving, Inc., for the Base Bid and Alternates 1 & 2, for a total amount of \$612,609.40.

[Funding: Fund 110, Other Grants and Projects, Cost Center 210516, Object Code 56301, \$550,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1112, \$62,609.40]

BACKGROUND:

Bids were received from four contractors on July 20, 2011. Panhandle Grading & Paving, Inc. being the lowest Responsive and Responsible bidder received.

Base

This L.A.P. project consists of the construction of paved shoulders and drainage system upgrades along 2nd Street, from Interbay Avenue north to Barrancus Avenue (SR-292), and along Interbay Avenue, from 2nd Street west to Navy Boulevard (SR-298), in Pensacola, Florida. The project length is approximately 1 mile. The project will include work associated with the construction of paved shoulders such as: existing storm pipe removal and replacement, inlet construction, stormwater pollution prevention, seed and mulch, pavement striping, etc. (see plans for complete list of quantities).

Alt #1

The purpose of Alternate #1 is to upgrade the previously designed stormwater system along 2nd Street in conjunction with the construction of the 2nd Street Road Improvement Project. Alternate #1 is limited to the upgrades of previously designed drain basins to FDOT Type C inlets and perforated underdrains to 18" RCP. All other construction is to remain the same as the Base Plans for 2nd Street Road Improvement Project.

Alt #2

Alternate #2 consists of improvements to the existing drainage facilities in certain areas along 2nd Street from the Winthrop Avenue intersection south to the Inter-Bay Avenue intersection

(see plans for complete list of quantities). Project will include other work associated with the resurfacing and widening of the roadway such as culvert extensions, headwall construction, maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement.

BUDGETARY IMPACT:

[Funding: Fund 110, Other Grants and Projects, Cost Center 210516, Object Code 56301, \$550,000, Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1112, \$62,609.40.]

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 Department, Engineering Division that they may issue a Notice to Proceed to Panhandle Grading & Paving, Inc.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: 2 nd Street Widening and Repaving/ Area Drainage ITB# PD 10-11.057										
Bid Opening Time: 3:15 p.m., CDT Bid Opening Date: 7/20/11 Opening Location: Rm 11.407	Cover Sheet/ Ackn owl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Transactions & Conveyances Corporation ID	Bid Bond/ Check	Acknowledgment of Addendums	Certificate of Inc.	Alt #1 Subtotal	Base Plan Subtotal	Base Plan Subtotal & Alt #1	Alt #2 Subtotal	Grand Total (Base Plan + Alt #1 + Alt #2)
NAME OF BIDDER												
Gulf Atlantic Constructors 650 West Oakfield Road Pensacola, FL 32503	X	X	X	X	Bid Bond	N/A	X	\$2,066.00	\$577,774.55	\$579,840.55	\$66,561.50	\$642,270.05
Roads, Inc. of NWF 106 Stone Blvd Cantonment, FL 32533	X	X	X	X	Bid Bond	N/A	X	\$10,148.00	\$551,799.00	\$561,947.00	\$57,878.00	\$619,825.00
Panhandle Grading & Paving, Inc. 2665 Solo Dos Familiaf Pensacola, FL 32534	X	X	X	X	Bid Bond	N/A	X	\$15,792.00	\$520,814.40	\$536,606.40	\$76,003.00	\$612,609.40
Starfish Inc of Alabama 114 Blacksher St Brewton, AL 36426	X	X	X	X	Bid Bond	N/A	X	\$28,370.00	\$523,062.62	\$551,432.62	\$92,003.00	\$643,435.62
BIDS OPENED BY:  Bob Dennis, MABA, CPPB, Purchasing Specialist DATE: July 25, 2011												
BIDS TABULATED BY: Cynthia Smith, Senior Office Assistant DATE: July 25, 2011												

CAR DATE: 8/18/2011

BCC DATE 08/18/2011

The Public Works/ Engineering Department recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Panhandle Grading & Paving in the amount of \$612,609.40

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of the Purchasing Manager.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1199

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

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Misdemeanor Probation Revenue Increase

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #262 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #262, Misdemeanor Probation Fund (114) in the amount of \$15,000, to recognize proceeds from an insurance reimbursement and locker rentals, and to appropriate these funds for probation-related operating expenses in the Corrections Department.

BACKGROUND:

The Misdemeanor Probation Fund (114) received an insurance reimbursement and an increase in locker rental revenues. These additional revenues are being appropriated back into the fund to cover operational expenses for the remainder of FY2010/11.

BUDGETARY IMPACT:

This amendment will increase Fund 114 by \$15,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#262

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

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

WHEREAS, the Misdemeanor Probation Fund has received additional revenues from insurance proceeds and locker rentals, these funds must now be recognized and appropriated accordingly.

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

Misdemeanor Probation Fund Name	114 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	114	369008	11,664
Locker Rental	114	369925	3,336
Total			\$15,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Utility Services	114/290305	54301	7,500
Other Contractual Services	114/290305	53401	7,500
Total			\$15,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#262



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1195

County Administrator's Report Item #: 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Fairground Road Paving & Drainage Improvements

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fairground Road Paving & Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.056, "Fairground Road Paving & Drainage Improvements", to Roads, Inc., of NWF, for a total amount of \$738,038.25.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1095]

BACKGROUND:

Bids were received from six contractors on July 20, 2011. Roads, Inc. of NWF being the lowest Responsive and Responsible bidder received.

This project involves the resurfacing an existing County maintained dirt road from the intersection with Jahaza Road southward for 5,778 lineal feet located within District 5. The project includes a curb and gutter section as well as an open ditch section and the road cross-section varies from canted to crowned.

In addition to the roadway improvements, the existing drainage system will also be improved. The drainage improvements includes side drain and cross drain piping as well as flat bottom and v-bottom sodded swale sections. This will include grassed ditching, inlets, piping, mitered end sections and headwalls. The project includes some areas of steep embankments where slope stabilization will be required via turf reinforcement matting.

Fairground Road includes an existing bridge. No work is included for this bridge as part of this project. The proposed improvements are expected to tie into the bridge as shown on the construction plans.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 11EN1095]

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 Department, Engineering Division that they may issue a Notice to Proceed to Road, Inc. of NWF.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Fairground Road Paving & Drainage Improvements ITB# 10-11.056									
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 07/20/2011 Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknow of Addend um	BID TOTAL			
Aero Training & Rental, Inc.	Y	Y	Y	Y	Y	Y	Y	\$797,497.08			
APAC-Mid South, Inc.	Y	Y	Y	Y	Y	Y	Y	\$993,089.76			
Gulf Atlantic Constructors, Inc.	Y	Y	Y	Y	Y	Y	Y	\$772,029.00			
Roads, Inc. of NWF	Y	Y	Y	Y	Y	Y	Y	\$738,038.25			
Panhandle Grading & Paving, Inc.	Y	Y	Y	Y	Y	Y	Y	\$889,333.75			
Starfish Inc. of Alabama	Y	Y	Y	Y	Y	Y	Y	\$1,023,482.50			
BIDS OPENED BY: <u>Bob</u> Dennis, Purchasing Specialist DATE: July 20, 2011											
BIDS WITNESSED BY: Lori Kistler, SOSA DATE: July 20, 2011											
BIDS TABULATED BY: Lori Kistler, SOSA DATE: July 20, 2011											

The Purchasing Manager/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Unit Price Contract to Roads, Inc. of NWF in the amount of \$738,038.25.
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: 10:30a.m. CDT, 07/22/2011

BD/ik



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1179

County Administrator's Report Item #: 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Mosquito Control's Certified Budget for Fiscal Year 2011-2012

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division Fiscal Year 2011-2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Service, for Mosquito Control:

- A. Approve the Fiscal Year 2011-2012 Annual Certified Budget for the Mosquito Control Division, Community and Environment Department; and
- B. Authorize the Chairman to sign the Annual Certified Budget for Mosquito Control.

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides annual grant funding to Escambia County to supplement Escambia County's Mosquito Control Program. The funding will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2011-2012 grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this recommendation is tentative because it is based on Escambia County's proposed Fiscal Year 2011-2012 budget.

BUDGETARY IMPACT:

The revenue received from the Florida Department of Agriculture and Consumer Services will supplement funds provided by Escambia County to operate the Mosquito Control Division. This revenue fund will be accounted for separately from County General Funds. No new funds are being appropriated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this Annual Certified Budget recommendation requires no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishments; per Chapter 388.361, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

IMPLEMENTATION/COORDINATION:

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

Attachments

Mosq Cont Cert Budget



STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Service
 (850) 617-7995 Fax (850) 617-7969

Bureau of Entomology and Pest Control
 1203 Governors Square Boulevard
 Suite 300
 Tallahassee, Florida 32301

ADAM H. PUTNAM

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Chapter 388.341, F.S.

Escambia County Mosquito Control FISCAL YEAR OCTOBER 1, 2011 - SEPTEMBER 30, 2012

RECEIPTS				
Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$ 586,601.00	\$ 586,601.00	\$ -
334.1	State Grant	\$ 18,396.00	\$ -	\$ 18,396.00
362	Equipment Rentals	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -
369	Misc/Refunds (prior yr expenditures)	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 604,997.00	\$ 586,601.00	\$ 18,396.00
Beginning Fund Balance		\$ 42,254.58	\$ -	\$ 42,254.58
Total Budgetary Receipts & Balances		\$ 647,251.58	\$ 586,601.00	\$ 60,650.58
EXPENDITURES				
Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$ 363,156.00	\$ 359,156.00	\$ 4,000.00
20	Per Serv Benefits	\$ 149,006.00	\$ 149,006.00	\$ -
30	Operating Expense	\$ 1,950.00	\$ 1,950.00	\$ -
40	Travel & Per Diem	\$ 12,500.00	\$ 500.00	\$ 12,000.00
41	Communication Serv	\$ 3,200.00	\$ 3,200.00	\$ -
42	Freight Services	\$ 1,055.00	\$ 700.00	\$ 355.00
43	Utility Service	\$ 550.00	\$ 550.00	\$ -
44	Rentals & Leases	\$ -	\$ -	\$ -
45	Insurance	\$ -	\$ -	\$ -
46	Repairs & Maint	\$ 8,500.00	\$ 8,500.00	\$ -
47	Printing and Binding	\$ 700.00	\$ 350.00	\$ 350.00
48	Promotional Activities	\$ -	\$ -	\$ -
49	Other Charges	\$ 500.00	\$ -	\$ 500.00
51	Office Supplies	\$ 3,000.00	\$ 3,000.00	\$ -
52.1	Gasoline/Oil/Lube	\$ 29,615.00	\$ 29,615.00	\$ -
52.2	Chemicals	\$ 62,438.52	\$ 25,724.00	\$ 36,714.52
52.3	Protective Clothing	\$ 700.00	\$ 700.00	\$ -
52.4	Misc. Supplies	\$ 841.00	\$ 800.00	\$ 41.00
52.5	Tools & Implements	\$ 175.00	\$ 175.00	\$ -
54	Publications & Dues	\$ 1,300.00	\$ 675.00	\$ 625.00
55	Training	\$ 2,000.00	\$ 2,000.00	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ 6,065.06	\$ -	\$ 6,065.06
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHANGES		\$ 647,251.58	\$ 586,601.00	\$ 60,650.58
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave Trans Out	\$ -	\$ -	\$ -
TOTAL RESERVES ENDING BALANCE		\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$ 647,251.58	\$ 586,601.00	\$ 60,650.58
ENDING FUND BALANCE		\$ (0.00)	\$ -	\$ 0.00

I certify that the budget shown was adopted on this 18th Day of August 2011

SIGNED: _____ DATE _____ 2011.

Kevin W. White, Chairman of the Board

SIGNED: _____ DATE _____ 2011.

Bureau of Entomology and Pest Control

County of Escambia



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1187

County Administrator's Report Item #: 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Amendment #1 to Sanchez Court Rental Rehabilitation/Mitigation Project Development Agreement with Area Housing Commission

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Sanchez Court Rental Rehabilitation/Mitigation Project Development Agreement with Area Housing Commission - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning supplemental State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Enhancement Funds (DREF) Grant funding for the Sanchez Court Rental Rehabilitation/Mitigation Project:

A. Approve Amendment #1 to the Sanchez Court Rental Rehabilitation/Mitigation Project Development Agreement with Area Housing Commission (AHC) to incorporate DREF and CDBG Disaster Grant (2008 Storms) funding of \$790,000 (increasing the total Grant funding from \$950,000 to \$1,740,000) for the ongoing rehabilitation and mitigation of the 48-unit Sanchez Court Apartments located in Pensacola at the intersection of West Godfrey and "J" Streets; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the project.

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Affordable Housing, Cost Center 220442]

BACKGROUND:

In September 2008, Congress approved the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 for the purpose of providing funds to address impacts of the 2008 Presidentially Declared Disasters. A portion of the funding was allocated to the State of Florida Department of Community Affairs (DCA) for use in supporting Community Development Block Grant (CDBG) eligible activities authorized under the 2008 Storms CDBG Disaster Recovery Program. Through this opportunity, Escambia County, in consultation with the City of Pensacola and Town of Century, received \$7,067,397 for CDBG eligible activities that mutually benefit the jurisdictions, including a set-aside specifically limited to affordable housing (see Exhibit I for Board Resume regarding the original grant award). The funds were allocated to four CDBG eligible projects, including: Lakewood Sanitary Sewer Improvements (Lakewood

Subdivision in Warrington); Century Stormwater Drainage Improvements (specifically on Jefferson Avenue and Pond Street); Sanchez Court Rental Rehabilitation/Mitigation (48-units adjacent to Morris Court Apartments); and the Centralized Replacement Homeless Housing/Services Facility (the new Waterfront Rescue Mission facility located at 350 W. Herman Street). These projects are either under construction (Waterfront Mission, Sanchez Court Rehab and Lakewood Sewer) or in the bidding stage (Century stormwater).

After filing the original Grant application with DCA, additional CDBG funds, known as Disaster Recovery Enhancement Funds (DREF), were awarded to DCA by HUD to supplement ongoing projects initiated with the 2008 Storms Grant described above. The application cycle for the DREF funds as provided by DCA was extremely short and necessitated the Chairman's prior execution of the application. A summary of the DREF application was noticed in the *Pensacola News Journal* (see Exhibit II for the public notice), with provision for public comments, and the complete draft was placed on the County website for review. The application was filed with DCA prior to the June 28, 2011 deadline, subsequently reviewed by DCA and has now been awarded. Amendment #1 to the existing \$950,000 Agreement with AHC will add \$770,000 of the DREF award and an additional \$20,000 of the original CDBG Disaster Grant (2008 Storms) award to support the ongoing rehabilitation and mitigation of the 48-unit Sanchez Court Apartments (see Exhibit III for Amendment #1, including a revised project budget).

BUDGETARY IMPACT:

The DREF funds are budgeted in Fund 124, Cost Center 220442. The balance of the funding for this project from the original CDBG Disaster (2008 Storms) Grant is budgeted in Fund 110, Cost Center 220436. No County general fund revenue is required for this program, though CDBG funds may be combined with other public, private or other non-CDBG grant funds to complete eligible projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney. AHC legal representatives have also reviewed and approved the Amendment.

PERSONNEL:

The project will be accomplished by contract with AHC. There will be no impact on County personnel or requirement for alteration of existing positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment between Area Housing Commission and the County is required to incorporate the DREF and CDBG Disaster Grant supplemental funding toward the total cost of the project.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). NEFI will work closely with Florida Department of Community Affairs, City of Pensacola, Area Housing Commission and various support staff to implement the facility development project. Strict implementation timelines will be monitored closely by DCA. These parties are aware of the approval schedule for this recommendation.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 2. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 115, Professional Training, Cost Center 290206, Object Code 56401):

Bureau:	Corrections
Division:	Escambia County Road Prison
Type:	Addition
Amount:	\$37,694
Vendor:	Hub City Ford, Inc.
Project Name:	K-9 Training Units
Contract:	Piggyback Florida Sheriff's Association Contract #09-17-0908
Purchase Order Number:	101383
Change Order Number:	1
Original Award Amount:	\$34,604
This Change Order Amount:	<u>\$37,694</u>
New Contract Total:	\$72,298

3. Accepting the Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08, which was approved by the State of Florida Department of Community Affairs, awarding a total of \$7,067,397 for approved, CDBG-eligible projects jointly benefiting the citizens of Escambia County, the City of Pensacola, and the Town of Century.

- 4. See Page 31.



GOLDEN RETRIEVER PUPPIES- AKC registered, \$500. Taking deposits now, ready June 25. Call 850-529-6956



GREAT DANE PUPPIES- Parents on premises, ready now, \$200 CASH, 251-269-0765



Pets

ABOUT CERTIFYING (Gov't) Your Pet As Service Animal: Pets Fly Free + more \$95 850-261-6996

adorabletopuppies (www) Toups/ Toys-Rare Morkie, Malt&YorkiePoo, Chorkie, Chi-\$295-\$795. 850-261-6996

ALL SMALL BREEDS

Schnoodles, Shih Tzus, Miniature Dachshunds, Shih Poms, Malt Poo's, Peekapoos, & many more! Starting @ \$375. Daphne, AL www.thepuppyden.com **251-626-5248**

AMERICAN BULL-DOG Puppies JOHNSONS, NKCR reg., health cert, \$500, 850-748-0088

BOXER PUPS- AKC males & females, fawns & brindles, shots, ready 6/10/11, \$450-\$500 850-968-3459

BRITTANY PUPS AKC ready 6/18/11 \$400 & \$350 850-623-1279

Himalayan kittens- ready 8 weeks old shots and litter trained second litter ready June 10 \$300 or 2 for \$500 251-228-0916

THIS Jack Russell CKC 1 female \$250 current shots 850-683-1586 or 850-225-8248

Japanese Chins-Puppies. Red & White, Black & White, M&F, 9 wks \$450 (850)206-4391

MALTESE PUPPIES- 32wks old, male & female, beautiful baby face, parents AKC registered, health checked, \$500. Please call 850-476-2777

MINPIN PUPPIES vet checked and shots \$200. 850-377-9863

POMERANIAN PUPPIES AKC, Vet Checked, Shots, Health Certificates, Small \$250 (850)256-2169

SHIH TZU PUPPIES - Tri Color, Beautiful coats, vet checked, shots, \$400. 850-332-0634

SHIH-TZUS PUPS - Smaller type, vet \$300. 850-255-8724

YORKIE POO & Yorkie Shih- CKC vet checked, shots \$250 850-377-9863

WASHER/DRYER Sears \$250 set. **REFRIGERATOR-** \$250. 850-438-5139 or 850-438-5932

WASHERS/DRYERS Heavy duty, \$99 each & up. Can Deliver. 850-476-0474

Computers

DESK, Computer, Printer, Monitor, Complete Package, \$325, or make offer, 850-434-0409

Furniture

4 Beveled Glass Dolphin Tables- \$700 obo 850-626-1180 850-910-0755

DINETTE- 5 PIECE 42" round table expands to 60" oval w/leaf. Druitwood color w/fabric castor armchairs that swivel and rock. \$475 (850)476-5782

FURNITURE SALE Antique Nautical furniture, capt's stateroom solid teak furn & accessories. Officer's desk, wardrobe chest, chest of drawers, 2 side stands, telescope, night lamps, shaving mirror, medicine chest, spice rack & treasure chest. Brass bed queen, & brass fireplace set. Purchase as a lot at auction for \$18,000, will sell for \$8500, 850-501-8715 or email jtaylor716@yahoo.com

FURNITURE SALE! High end quality furniture by Henkel Harris. Solid Mahogany, mint cond, master BR suite. King sz rice carved poster bed w/ matching dresser, ladies lingerie chest & bedside chest. Stearns & Foster king mattress set. Paid \$10,500, will sell for \$5,000. 850-501-8715 or jtaylor716@yahoo.com

PENSACOLA - 4660 A Peacock Dr. 7:00 am to 4:00 pm June 10,11,12 House hold items, moving sale Scanic to Creighton right on Peacock end of street before curve **HUGE SALE!**

Miscellaneous

55 GAL DRUMS- Burn, Feed, or Storage. 850-313-7420

DAY LILLIES- closing, Lg clumps \$3-\$4 850-968-6276

HOT TUB- NEW 4 seats, 2 loungers, \$1500, warranty, delivery. 850-501-0270

KEITH URBAN - Tix -2 SOLD OUT FLOOR seats June 16th, MS. Coast Coliseum. Sec. 4, Row 2, Seats 7&8

\$200.00 (858)969-0570

Legals

Legal Notice

Please be advised that the psychological records for any patient of Richard G. Weaver PhD will be disposed of on July 15, 2011. If you would like to obtain a copy of your records you may call (850) 478-0008 to make arrangements before that date.

Legal No. 1522972 4T
May 18, 25, June 1 & 8, 2011

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the City of Pensacola the following construction project:

Jones Swamp Wetland Restoration PD 09-10.063

Starfish, Inc. of Alabama 114 Blacksher Street Brewton, AL 36426

Subcontractors, Material Men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Legal No. 1525608 1T June 8, 2011

MIXED DEER FEED - Awesome Results! 850-313-7420

Racing- miniature car racing track on tabletop and accessories plus 3 cars. \$ 2 0 0 . 0 0 (850)932-0480 sbpelt@gmail.com

Telescope: Celestron 11" Edge HD, mount, JMI hard cases, and accessories; \$3,995. Discount for EAAA members. Call Dan @ 850-774-2439 or 850-234-6406.

TRAILER- UTILITY Trlr 4X6 2YO sturdy Const/ only used twice \$ 4 0 0 . 0 B O (850)477-2552 davidcp32514@yahoo.com

WATCH MAKERS BENCH, Quartz Repair Tools & Parts, No Separate Parts Sold, \$1200. 850-862-6306

Legals

BERRIES Touchable Berry Farm U-Pick berries 75¢ per pound 850-587-5072

BLUEBERRIES- You Pick! \$1.10/lb, Hillcrest Farm. 4 mi. W. of Lillian Bridge off US 98. 251-962-2500

CASSEBAUM'S Sweet Corn- Silver King , Shelled Peas 3 Mi W. of Lillian Bridge turn S. on County Road 91. 1/2 mile turn left. Mon-Sat 8am-6. AM-251-962-2522

FRESH VEGETABLES- ready for freezer, pink eyes, purple hull peas, speckled butter beans, baby limas etc. 601-947-6649 or 601-394-7335 \$21/bushel

SWEEP CORN U-Pick \$1.75/dozen 850968-5161

Legals

850-327-4020

Sporting Goods

TREADMILL \$795- and stationary bike \$295, 850-432-0023

Wanted To Buy/ Swap

I WILL HAUL OFF ANY RIDING LAWN MOWERS & PUSH LAWN MOWERS FREE!!! Working or not. 850-944-2394 or 850-602-7337

I WILL HAUL OFF ANY RIDING LAWN MOWERS & PUSH LAWN MOWERS FREE!!! Working or not. 850-944-2394 or 850-602-7337

Wanted To Buy/ Swap

JUNK CARS- paying \$300 each. 850-281-8446

Legals



Apartments- Furnished

NAVY POINT- Military Officer, cable, cvrd prking, w/d, kit, \$650 inclusive 850-455-2777

Legals

11:30am For 1 & 2 BR opts ONLY. Applications may be returned on the 14th, 15th & 16th from 9am - 11:30am ONLY

EXHIBIT II

FOR RENT BURGESS RD. 2BR/1BA W/S/G/ \$625 **CREIGHTON RD.** 2BR/1BA \$625 **850-484-2684** centregroupproperties.com

LILLIAN HWY- Nice 1BR/1BA, \$475/400 deposit, 850-261-2376

PENSACOLA-1br/1ba near PSC, no pets, \$300. 850-436-8074

PENSACOLA-East Hill, 1 BR Apts. \$500/Mth no dogs, 1103 N. 15th Ave. 850-470-0446

Duplexes- Unfurnished

PENSACOLA- 2br/1ba \$550, 1br \$425. 850-206-0367 850-206-1302

Legals

Homes- Unfurnished

FOR RENT MANDALAY DR. 3BR/2BA \$695 **850-484-2684** centregroupproperties.com

PENSACOLA-2522 Hillcrest, 2BR, study/ 1BA. lawn maint incl \$800/mo 850-944-1289

PENSACOLA-By NAS, 3/1, CH&A, appliances, fenced, garage, hardwoods, \$550 & dep pet fee. 850-293-9108

Mobile Home Rentals

BRENT & MG - 2BR/2BA, CH&A, No pets 850-449-6302

Legals

PUBLIC NOTICE

FLORIDA COMMUNITY DEVELOPMENT BOCK GRANT (CDBG) DISASTER RECOVERY DISASTER RECOVERY ENHANCEMENT FUNDS (DREF) APPLICATION SUMMARY ESCAMBIA COUNTY, CITY OF PENSACOLA & TOWN OF CENTURY

This notice summarizes the planned use of CDBG Supplemental Disaster Recovery Enhancement Funds (DREF) funds as jointly proposed by Escambia County, the City of Pensacola and the Town of Century in compliance with the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 as administered by the Florida Department of Community Affairs (DCA). These jurisdictions are eligible to apply for and share a maximum of \$2,363,081 in DREF supplemental Disaster funds. The funds will be used to continue/enhance ongoing projects originally initiated with DCA CDBG Disaster funds provided through Grant Contract 10DB-D4-01-27-01-K08 (2008 Storms) as summarized below:

Repair/Construction of Public Infrastructure/Public Facilities: Continuation Project: DCA Service Area #1 (Public Sanitary Sewer Improvements-Lakewood Subdivision)	\$ 517,131
Preservation/Redevelopment of Affordable Rental Housing: Continuation Project: DCA Service Area #4 (Rental Housing Rehabilitation/Mitigation-Sanchez Court Apartments)	\$ 826,000
Public Facilities (Replacement Centralized Homeless Housing and Services Facility: Continuation Project: DCA Service Area #5 (Replacement Centralized Homeless Housing/Services Facility-350 W. Herman Street)	\$ 964,950
Administration/Implementation/Indirect Costs (2.5% maximum):	\$ 55,000
TOTAL	\$ 2,363,081

Comments regarding the planned use of the CDBG Supplemental Disaster Recovery Enhancement Funds (DREF) funds will be accepted through **July 20, 2011**. Information is also available on the Escambia County Website at: <http://www.co.escambia.fl.us/Bureaus/CommunityServices/Nefi.html> Comments may be submitted to: Escambia Consortium, P.O 18178, Pensacola, Florida 32523 and/or to Florida Department of Community Affairs, CDBG Section, 2555 Shumard Oak Boulevard, Rm. 260-N, Tallahassee Florida 32399-2100. For further information, contact Randy Wilkerson at 458-0466 or randy_wilkerson@co.escambia.fl.us

Legal No. 1525580 1T June 8, 2011

AMENDMENT #1
SANCHEZ COURT RENTAL REHABILITATION/ MITIGATION
PROJECT DEVELOPMENT AGREEMENT

THIS AMENDMENT is made and entered into this 18th day of August, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**County**") and **AREA HOUSING COMMISSION**, a public body corporate and politic and a Public Housing Agency designated by the U. S. Department of Housing and Urban Development (HUD) or its assigns ("**AHC**"), for the express purpose of completing extensive rehabilitation and mitigations improvements to the existing Sanchez Court Apartments complex located in the City of Pensacola, Florida, specifically referred to as **Service Area #4 Sanchez Court Rental Rehabilitation/Mitigation** (the "**Project**").

WITNESSETH:

WHEREAS, the County and the City of Pensacola are interested in the pursuit of community improvement and the assurance of adequate, safe housing options for all citizens in Escambia County; and

WHEREAS, AHC, the local public housing agency, was founded for the purpose of assisting the less fortunate through the provision of affordable rental housing and associated services for lower income families in Escambia County and the City of Pensacola; and

WHEREAS, on September 16, 2010, the County entered an agreement with AHC for the purpose of implementing the Project and construction of said Project is currently ongoing; and

WHEREAS, the Project funding initially provided through the CDBG Disaster (2008 Storms) Grant has recently been augmented through the award of Disaster Recovery Enhancement Funds (hereinafter "**DREF**") by the Florida Department of Community Affairs (hereinafter "**DCA**"); and

WHEREAS, the County and AHC now wish to amend the original Development Agreement dated September 16, 2010.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and AHC hereby agree to amend the Development Agreement dated September 16, 2010, as follows:

1. **ARTICLE II, Section 2.0** of the Development Agreement dated September 16, 2010, is hereby amended to read as follows:

2.0 ARTICLE II, Section 2.0 of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$1,065,104 to \$1,855,104** to recognize additional DREF funding provided by DCA for the Project, and to make corresponding revisions to **Exhibit I and Exhibit IV** of the Agreement. The increased funding level of \$1,855,104 is comprised of CDBG Disaster Recovery (2008 Storms) Grant funding in

the amount of \$970,000, Disaster Recovery Enhancement Funds (DREF) in the amount of \$770,000 and local Housing and Community Development funds as provided by Escambia County and/or the City of Pensacola, in the maximum amount of \$115,104. Subject to available CDBG Disaster Grant and DREF funding and with prior approval by DCA, the County Administrator and Executive Director of AHC shall have authority to administratively approve adjustments to this maximum funding level by not more than 10% of the total referenced above, without further action of the Escambia County Board of County Commissioners or the AHC Board of Directors. Any such adjustment shall be confirmed in writing and shall be executed by both parties.

2. **EXHIBIT I** of the September 16, 2010 Agreement, as attached, is hereby amended to reflect the addition of DREF supplemental funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

3. **EXHIBIT IV** of the September 16, 2010 Agreement, as attached, is hereby amended to reflect the addition of DREF supplemental funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

4. By executing this Amendment to the existing September 16, 2010 Development Agreement, AHC agrees to record, within 30 days of the effective date of this Amendment, a revision to the Declaration of Covenants and Restrictions with respect to the Project development site known as Sanchez Court Apartments to reflect the aggregate amount of funding provided for the Project.

5. All other provisions of the original Agreement dated September 16, 2010 and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

6. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

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

BCC Approved: August 18, 2011

By: _____
Deputy Clerk
(SEAL)

Escambia County Legal Department Approval:
This document approved as to form
and legal sufficiency.
By: [Signature]
Title: ACA
Date: 7/2/11

AREA HOUSING COMMISSION, a public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development

WITNESSED:

By: _____

Print Name: Shirley Henderson
Chair, Area Housing Commission

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Shirley Henderson, Chair of the Area Housing Commission, a local Public Housing Agency, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

EXHIBIT I
(REVISED: August 18, 2011)

SERVICE AREA #04: RENTAL REHABILITATION/MITIGATION PROJECT
(SANCHEZ COURT RENTAL HOUSING)
(CDBG Disaster Grant and Disaster Recovery Enhancement Funds)

THE FOLOWING PROJECT DESCRIPTION
IS CUMULATIVELY TAKEN FROM THE ESCAMBIA COUNTY
CDBG DISASTER (2008 STORMS) GRANT AND THE DISASTER
RECOVERY ENHANCEMENT FUNDS GRANT APPLICATION
AS APPROVED BY THE
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

PROJECT ACTIVITY SUMMARY 2008 Storms CDBG Disaster Recovery	<u>Project Sponsor:</u> Escambia County, Florida <u>SERVICE AREA #04 (CONTINUATION)</u> <u>CDBG Activity: 14B – Rehab/Development, Multi-Unit Residential Project: Affordable Rental Housing Preservation/Development (Escambia/Pensacola)</u>
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This is a [continuation of the current “K” Contract Project](#), which provides for the rehabilitation/mitigation of 48-units of rental housing, known as Sanchez Court Apartments.

Background: The project will support a major portion of the total costs for rehabilitation/mitigation of rental housing damaged originally by Hurricane Ivan and further impacted by Hurricane Gustav. The rental preservation and rehabilitation/mitigation project targets direly needed rehabilitation and hurricane mitigation improvements to the 48 unit **Sanchez Court** rental complex that was constructed in 1971 and is owned by the Area Housing Commission, our local non-profit Public Housing Agency (PHA). This almost 40 year old single story complex, consists of 36 2BR and 12 3BR units distributed within 2 duplexes, 12 triplexes and 2 quadruplexes (see aerial photo provided in **Exhibit 1**), that seriously need extensive interior and exterior rehabilitation, life/safety enhancements and hurricane hardening/mitigation improvements to protect the facility and residents. The County and AHC are cooperatively in the process of preserving and enhancing the long term viability of the 48 affordable housing units well into the future, while maintaining very affordable rents for the lower income and elderly residents. Upon total completion, this project will preserve and enhance quality affordable rental housing by addressing deficiencies in all Sanchez Court rental units to provide 48 quality code compliant units and ensuring their long term affordability for at least 15 years. Affordability is enforced through a Land Use Deed Restriction encompassing the full 15 year affordability period. Following rehabilitation the rental units will continue to be owned, maintained and managed as affordable housing by the local PHA, Area Housing Commission. AHC has the demonstrated capacity and management expertise to ensure long term success of this affordable rental housing initiative.

CDBG National Objective:	Benefit to Low and Moderate Income Persons
---------------------------------	--

b. Performance Measure(s): # of Units of Affordable Rental Housing	Units to be completed: 48 units (Sanchez Court Apartments)
--	--

c. Estimated Project Cost:	CDBG Funds	Other Funds	Totals	
Design, Engineering, and Project Management	\$ 80,000 <u>\$ 56,000</u>	\$ 62,500 <u>\$ 0.00</u>	\$ 142,500 <u>\$ 56,000</u>	(“K” Contract) (DREF Supplemental)
Construction (Rehabilitation/Mitigation)	\$ 970,000 <u>\$ 770,000</u>	\$ 0.00 <u>\$ 0.00</u>	\$ 970,000 <u>\$ 770,000</u>	(“K” Contract) (DREF Supplemental)
Total Estimated Cost for Activity	\$ 1,050,000 <u>\$ 826,000</u> <u>\$ 1,876,000</u>	\$ 62,500 <u>\$ 0.00</u> <u>\$ 62,500</u>	\$ 1,112,500 <u>\$ 826,000</u> <u>\$ 1,938,500</u>	(“K” Contract) (DREF Supplemental) GRAND TOTAL

Note 2: Additional DCA CDBG Disaster funds of up to \$125,000 can be used to fully complete this project including the all desired bid options. Since any additional funds are subject to DCA award, this amount is not reflected in the current budget totals above.

d. Project/Activity Beneficiaries:	Total Units (Projected)	Affd. Units (projected)	Total # LMI Beneficiaries	Total # Beneficiaries	% LMI
Note: Beneficiary data is cumulative (aggregate) for both the original “K” Contract and DREF Supplemental.	48*	30* (minimum)	30* households (estimated)	48* households (estimated)	62.5%

e. Project/Activity Location:
The rental rehabilitation/mitigation project site is: Sanchez Court Apartments, Area Housing Commission, Sanchez Court, Pensacola, Florida (See **Appendix 1** for detailed location map) **(THIS IS A CONTINUATION PROJECT)**

EXHIBIT IV
(REVISED: August 18, 2011)

DCA Approved DREF Project Budget
(Disaster Recovery Enhancement Funds)

Service Area #04:
Rental Rehabilitation/Mitigation Project



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1186

County Administrator's Report Item #: 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Amendment #1 to Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc.

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning supplemental State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Enhancement Funds (DREF) Grant funding for the Centralized Homeless Housing/Services Replacement Facility Project (Waterfront Rescue Mission Facility):

A. Approve Amendment #1 to the Centralized Homeless Housing/Services Replacement Facility Development Agreement with Waterfront Rescue Mission, Inc., (Waterfront) to incorporate DREF funding of \$880,000 (increasing the total Grant funding from \$1,800,000 to \$2,680,000) for the ongoing construction of a replacement Centralized Homeless Housing and Services Facility on Waterfront property located at 350 West Herman Street, utilizing CDBG Disaster Recovery funds; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the project.

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Affordable Housing, Cost Center 220442]

BACKGROUND:

In September 2008, Congress approved the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 for the purpose of providing funds to address impacts of the 2008 Presidentially Declared Disasters. A portion of the funding was allocated to the State of Florida Department of Community Affairs (DCA) for use in supporting Community Development Block Grant (CDBG) eligible activities authorized under the 2008 Storms CDBG Disaster Recovery Program. Through this opportunity, Escambia County, in consultation with the City of Pensacola and Town of Century, received \$7,067,397 for CDBG eligible activities that mutually benefit the jurisdictions, including a set-aside specifically limited to affordable housing (see Exhibit I for Board Resume regarding the original grant award). The funds were allocated to four CDBG eligible projects, including: Lakewood Sanitary Sewer Improvements (Lakewood

Subdivision in Warrington); Century Stormwater Drainage Improvements (specifically on Jefferson Avenue and Pond Street); Sanchez Court Rental Rehabilitation/Mitigation (48-units adjacent to Morris Court Apartments); and the Centralized Replacement Homeless Housing/Services Facility (the new Waterfront Rescue Mission facility located at 350 W. Herman Street). These projects are either under construction (Waterfront Mission, Sanchez Court Rehab and Lakewood Sewer) or in the bidding stage (Century stormwater).

After filing the original Grant application with DCA, additional CDBG funds, known as Disaster Recovery Enhancement Funds (DREF), were awarded to DCA by HUD to supplement ongoing projects initiated with the 2008 Storms Grant described above. The application cycle for the DREF funds as provided by DCA was extremely short and necessitated the Chairman's prior execution of the application. A summary of the DREF application was noticed in the *Pensacola News Journal* (see Exhibit II for the public notice), with provision for public comments, and the complete draft was placed on the County website for review. The application was filed with DCA prior to the June 28, 2011 deadline, subsequently reviewed by DCA and has now been awarded. Amendment #1 to the existing \$1,800,000 Agreement with Waterfront will add \$880,000 of the DREF award to support the ongoing construction of the Homeless Housing/Services Facility (DCA Service Area #5) located at 350 W. Herman Street (see Exhibit III for Amendment #1, including a revised project budget).

BUDGETARY IMPACT:

The DREF funds are budgeted in Fund 124, Cost Center 220442. The balance of the funding for this project from the original CDBG Disaster (2008 Storms) Grant is budgeted in Fund 110, Cost Center 220436. No County general fund revenue is required for this program, though CDBG funds may be combined with other public, private or other non-CDBG grant funds to complete eligible projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney. Waterfront legal representatives have also reviewed and approved the Amendment.

PERSONNEL:

The project will be accomplished by contract with Waterfront. There will be no impact on County personnel or requirement for alteration of existing positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment between Waterfront Rescue Mission, Inc. and the County is required to incorporate the DREF supplemental funding toward the total cost of the project.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). NEFI will work closely with Florida Department of Community Affairs, City of Pensacola, the Community Redevelopment Agency, Escambia County Planning and Engineering, Waterfront Rescue Mission, Inc. and various support staff to implement the facility development project. Strict implementation timelines will be monitored closely by DCA. These parties are aware of the approval schedule for this recommendation.

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 2. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 115, Professional Training, Cost Center 290206, Object Code 56401):

Bureau:	Corrections
Division:	Escambia County Road Prison
Type:	Addition
Amount:	\$37,694
Vendor:	Hub City Ford, Inc.
Project Name:	K-9 Training Units
Contract:	Piggyback Florida Sheriff's Association Contract #09-17-0908
Purchase Order Number:	101383
Change Order Number:	1
Original Award Amount:	\$34,604
This Change Order Amount:	<u>\$37,694</u>
New Contract Total:	\$72,298

3. Accepting the Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08, which was approved by the State of Florida Department of Community Affairs, awarding a total of \$7,067,397 for approved, CDBG-eligible projects jointly benefiting the citizens of Escambia County, the City of Pensacola, and the Town of Century.

- 4. See Page 31.



GOLDEN RETRIEVER PUPPIES- AKC registered, \$500. Taking deposits now, ready June 25. Call 850-529-6956



GREAT DANE PUPPIES- Parents on premises, ready now, \$200 CASH, 251-269-0765



Himalayan kittens- ready 8 weeks old shots and litter trained second litter ready June 10 \$300 or 2 for \$500 251-228-0916



THIS
Jack Russell CKC 1 female \$250 current shots 850-683-1586 or 850-225-8248

ABOUT CERTIFYING (Gov't) Your Pet As Service Animal: Pets Fly Free + more \$95 850-261-6996

adorabletopuppies (www) Toys-Rare Morkie, Malt&YorkiePoo, Chorkie, Chi- \$295-\$795. 850-261-6996

ALL SMALL BREEDS
Schnoodles, Shih Tzus, Miniature Dachshunds, Shih Poms, Malt Poo, Peekapoos, & many more!
Starling @ \$375.
Daphne, AL
www.thepuppyden.com
251-626-5248

AMERICAN BULL-DOG Puppies
JOHNSONS, NKC reg., health cert, \$500, 850-748-0088

BOXER PUPS- AKC males & females, fawns & brindles, shots, ready 6/10/11, \$450-\$500 850-968-3459

BRITANNY PUPS
AKC ready 6/18/11 \$400 & \$350 850-623-1279

WASHER/DRYER
Sears \$250 set.
REFRIGERATOR-
\$250. 850-438-5139 or 850-438-5932

WASHERS/DRYERS
Heavy duty, \$99 each & up. Can Deliver. 850-476-0474

Computers

DESK, Computer, Printer, Monitor, Complete Package, \$325, or make offer, 850-434-0409

Furniture

4 Beveled Glass Dolphin Tables- \$700 obo 850-626-1180 850-910-0755

DINETTE- 5 PIECE
42" round table expands to 60" oval w/leaf. Driewood color w/fabric castor armchairs that swivel and rock. \$475 (850)476-5782

FURNITURE SALE
Antique Nautical furniture, capt's stateroom solid teak furn & accessories. Officer's desk, wardrobe chest, chest of drawers, 2 side stands, telescope, night lamps, shaving mirror, medicine chest, spice rack & treasure chest. Brass bed queen, & brass fireplace set. Purchase as a lot at auction for \$18,000, will sell for \$8500, 850-501-8715 or email jitaylor716@yahoo.com

MALTESE PUPPIES- 32wks old, male & female, beautiful baby face, parents AKC registered, health checked, \$500. Please call 850-476-2777

MINPIN PUPPIES
vet checked and shots \$200. 850-377-9863

POMERANIAN PUPPIES AKC, Vet Checked, Shots, Health Certificates, Small \$250 (850)256-2169

SHIH TZU PUPPIES
- Tri Color, Beautiful coats, vet checked, shots, \$400. 850-332-0634

SHIH-TZUS PUPS- Smaller type, vet \$300. 850-255-8724

YORKIE POO & Yorkie Shih-CKC
vet checked, shots \$250 850-377-9863

PENSACOLA
4660 A Peacock Dr. 7:00 am to 4:00 pm
June 10, 11, 12
House hold items, moving sale Scanic to Creighton right on Peacock end of street before curve
HUGE SALE!

Miscellaneous

55 GAL DRUMS- Burn, Feed, or Storage. 850-313-7420

DAY LILLIES- closing, Lg clumps \$3-\$4 850-968-6276

HOT TUB- NEW
4 seats, 2 loungers, \$1500, warranty, delivery. 850-501-0270

KEITH URBAN - Tix -2 SOLD OUT
FLOOR seats June 16th, MS. Coast Coliseum. Sec. 4, Row 2, Seats 7&8

\$200.00 (858)969-0570

Legals

Legal Notice
Please be advised that the psychological records for any patient of Richard G. Weaver PhD will be disposed of on July 15, 2011. If you would like to obtain a copy of your records you may call (850) 478-0008 to make arrangements before that date.
Legal No. 1522972 4T
May 18, 25, June 1 & 8, 2011

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the City of Pensacola the following construction project:
Jones Swamp Wetland Restoration
PD 09-10.063

Starfish, Inc. of Alabama 114 Blacksher Street Brewton, AL 36426

Subcontractors, Material Men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Legal No. 1525608 1T June 8, 2011

MIXED DEER FEED
- Awesome Results!
850-313-7420

Racing- miniature car racing track on tabletop and accessories plus 3 cars. \$ 2 0 0 . 0 0 (850)932-0480 sbpelt@gmail.com

Telescope:
Celestron 11" Edge HD, mount, JMI hard cases, and accessories; \$3,995. Discount for EAAA members. Call Dan @ 850-774-2439 or 850-234-6406.

TRAILER- UTILITY
Trlr 4X6 2YO sturdy Const/ only used twice \$ 4 0 0 . 0 0 0 (850)477-2552 davidcp32514@yahoo.com

WATCH MAKERS BENCH, Quartz Repair Tools & Parts, No Separate Parts Sold, \$1200. 850-862-6306

Legals

BERRIES
Touchable Berry Farm U-Pick berries 75¢ per pound 850-587-5072

BLUEBERRIES-
You Pick! \$1.10/lb, Hillcrest Farm. 4 mi. W. of Lillian Bridge off US 98. 251-962-2500

CASSEBAUM'S
Sweet Corn- Silver King , Shelled Peas 3 Mi W. of Lillian Bridge turn S. on County Road 91. 1/2 mile turn left. Mon-Sat 8am-6. AM-251-962-2522

FRESH VEGETABLES-
ready for freezer, pink eyes, purple hull peas, speckled butter beans, baby limas etc. 601-947-6649 or 601-394-7335 \$21/bushel

SWEEP CORN
U-Pick \$1.75/dozen 850968-5161

Legals

850-327-4020

Sporting Goods

TREADMILL \$795- and stationary bike \$295, 850-432-0023

Wanted To Buy/ Swap

I WILL HAUL OFF ANY RIDING LAWN MOWERS & PUSH LAWN MOWERS FREE!!!
Working or not. 850-944-2394 or 850-602-7337

I WILL HAUL OFF ANY RIDING LAWN MOWERS & PUSH LAWN MOWERS FREE!!!
Working or not. 850-944-2394 or 850-602-7337

Wanted To Buy/ Swap

JUNK CARS-
paying \$300 each. 850-281-8446

Legals



Aparments- Furnished

NAVY POINT-
Military Officer, cable, cvrd prking, w/d, kit, \$650 inclusive 850-455-2777

Legals

11:30am For 1 & 2 BR
apts ONLY. Applications
may be returned on the
14th, 15th & 16th from
9am - 11:30am ONLY

EXHIBIT II

FOR RENT
BURGESS RD.
2BR/1BA W/S/G/ \$625
CREIGHTON RD.
2BR/1BA \$625
850-484-2684
centregroupproperties.com

LILLIAN HWY-
Nice 1BR/1BA,
\$475/400 deposit,
850-261-2376

PENSACOLA-1br/1ba
near PSC, no pets,
\$300. 850-436-8074

PENSACOLA-East Hill,
1 BR Apts. \$500/Mth
no dogs, 1103 N. 15th
Ave. 850-470-0446

Duplexes- Unfurnished

PENSACOLA- 2br/1ba \$550, 1br \$425.
850-206-0367
850-206-1302

Legals

Duplexes- Unfurnished

WARRINGTON-
121
75/
ar-
no
510

Homes- Unfurnished

FOR RENT
MANDALAY DR.
3BR/2BA \$695
850-484-2684
centregroupproperties.com

PENSACOLA-2522
Hillcrest, 2BR,
study/ 1BA. lawn
maint incl
\$800/mo 850-
944-1289

PENSACOLA-By NAS,
3/1, CH&A, applian-
ces, fenced, garage,
hardwoods, \$550 &
dep pet fee. 850-
293-9108

Mobile Home Rentals

BRENT & MG-
2BR/2BA, CH&A, No
pets 850-449-6302

Legals

PUBLIC NOTICE

FLORIDA COMMUNITY DEVELOPMENT BOCK GRANT (CDBG) DISASTER RECOVERY DISASTER RECOVERY ENHANCEMENT FUNDS (DREF) APPLICATION SUMMARY ESCAMBIA COUNTY, CITY OF PENSACOLA & TOWN OF CENTURY

This notice summarizes the planned use of CDBG Supplemental Disaster Recovery Enhancement Funds (DREF) funds as jointly proposed by Escambia County, the City of Pensacola and the Town of Century in compliance with the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 as administered by the Florida Department of Community Affairs (DCA). These jurisdictions are eligible to apply for and share a maximum of \$2,363,081 in DREF supplemental Disaster funds. The funds will be used to continue/enhance ongoing projects originally initiated with DCA CDBG Disaster funds provided through Grant Contract 10DB-D4-01-27-01-K08 (2008 Storms) as summarized below:

Repair/Construction of Public Infrastructure/Public Facilities: Continuation Project: DCA Service Area #1 (Public Sanitary Sewer Improvements-Lakewood Subdivision)	\$ 517,131
Preservation/Redevelopment of Affordable Rental Housing: Continuation Project: DCA Service Area #4 (Rental Housing Rehabilitation/Mitigation-Sanchez Court Apartments)	\$ 826,000
Public Facilities (Replacement Centralized Homeless Housing and Services Facility: Continuation Project: DCA Service Area #5 (Replacement Centralized Homeless Housing/Services Facility-350 W. Herman Street)	\$ 964,950
Administration/Implementation/Indirect Costs (2.5% maximum):	\$ 55,000
TOTAL	\$ 2,363,081

Comments regarding the planned use of the CDBG Supplemental Disaster Recovery Enhancement Funds (DREF) funds will be accepted through **July 20, 2011**. Information is also available on the Escambia County Website at: <http://www.co.escambia.fl.us/Bureaus/CommunityServices/Nefi.html> Comments may be submitted to: Escambia Consortium, P.O 18178, Pensacola, Florida 32523 and/or to Florida Department of Community Affairs, CDBG Section, 2555 Shumard Oak Boulevard, Rm. 260-N, Tallahassee Florida 32399-2100. For further information, contact Randy Wilkerson at 458-0466 or randy_wilkerson@co.escambia.fl.us

Legal No. 1525580 1T June 8, 2011

AMENDMENT #1
CENTRALIZED HOMELESS HOUSING/SERVICES
REPLACEMENT FACILITY DEVELOPMENT AGREEMENT

THIS AMENDMENT is made and entered into this 18th day of August, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**County**") and **WATERFRONT RESCUE MISSION, INC.**, a Florida not for profit corporation organized under the laws of the State of Florida or its assigns ("**Waterfront**") for the express purpose of establishing respective and collective roles, responsibilities, commitments and limitations of the various parties in relation to the financing, development, construction/rehabilitation, management, operation and long term utilization of a replacement centralized, disaster resistant, homeless housing and services replacement facility, specifically referred to as **Service Area #05 Centralized Homeless Housing and Services Replacement Facility** (the "Project").

WITNESSETH:

WHEREAS, the County and the City of Pensacola are interested in the pursuit of community improvement and the assurance of adequate, safe housing options for all citizens in Escambia County, including the homeless; and

WHEREAS, Waterfront, a Florida not for profit, was founded for the purpose of assisting the less fortunate through the provision of emergency, transitional and supportive housing, social services, counseling and recovery, primarily focused on the homeless; and

WHEREAS, on July 8, 2010, the County entered an agreement with Waterfront for the purpose of implementing the Project and construction of said Project is currently ongoing; and

WHEREAS, the Project funding initially provided through the CDBG Disaster (2008 Storms) Grant has recently been augmented through the award of Disaster Recovery Enhancement Funds (hereinafter "DREF") by the Florida Department of Community Affairs (hereinafter "DCA"); and

WHEREAS, the County and Waterfront now wish to amend the original Project Development Agreement dated July 8, 2010.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Waterfront hereby agree to amend the Development Agreement dated July 8, 2010, as follows:

1. **ARTICLE II, Section 2.0** of the Development Agreement dated July 8, 2010, is hereby amended to read as follows:

2.0 **ARTICLE II, Section 2.0** of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$1,800,000 to \$2,680,000** to recognize

additional DREF funding provided by DCA for the Project, and to make corresponding revisions to **Exhibit I and Exhibit IV** of the Agreement. Subject to available CDBG Disaster Grant and DREF funding and with prior approval by DCA, the County Administrator and President of Waterfront shall have authority to administratively approve adjustments to this maximum funding level by not more than 10% of the total referenced above, without further action of the Escambia County Board of County Commissioners or the Waterfront Board of Directors. Any such adjustment shall be confirmed in writing and shall be executed by both parties.

2. **EXHIBIT I** of the July 8, 2010 Agreement, as attached, is hereby amended to reflect the addition of DREF supplemental funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

3. **EXHIBIT IV** of the July 8, 2010 Agreement, as attached, is hereby amended to reflect the addition of DREF supplemental funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

4. By executing this Amendment to the existing July 8, 2010 Development Agreement, Waterfront agrees to record, within 30 days of the effective date of this Amendment, a revision to the Declaration of Covenants and Restrictions with respect to the Project development site located at 350 W. Herman Street to reflect the aggregate amount of funding provided for the Project.

5. All other provisions of the original Agreement dated July 8, 2010 and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

6. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

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

BCC Approved: August 18, 2011

By: _____
Deputy Clerk

(SEAL)

Escambia County Legal Department Approval: _____
This document approved as to form and legal sufficiency

By: _____

Title: _____

Date: 7/21/11

WATERFRONT RESCUE MISSION, INC.,
a not for profit corporation chartered in the
State of Florida

WITNESSED:

By: _____
Mick Breault, President

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Mick Breault, President of Waterfront Rescue Mission, Inc. a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

___ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT I

(REVISED: August 18, 2011)

**SERVICE AREA #05: CENTRALIZED HOMELESS
HOUSING/SERVICES REPLACEMENT FACILITY
(CDBG Disaster Grant and Disaster Recovery Enhancement Funds)**

THE FOLOWING PROJECT DESCRIPTION
IS CUMULATIVELY TAKEN FROM THE ESCAMBIA COUNTY
CDBG DISASTER (2008 STORMS) GRANT AND THE DISASTER
RECOVERY ENHANCEMENT FUNDS GRANT APPLICATION
AS APPROVED BY THE
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

<p>PROJECT ACTIVITY SUMMARY 2008 Storms CDBG Disaster Recovery <i>Page 1 of 2 (Homeless Facility)</i></p>	<p>Project Sponsor: Escambia County, Florida SERVICE AREA #05 (CONTINUATION PROJECT) CDBG Activity: 03 – Public Facilities & Improvements (Other) Project: Development of Homeless Service Facility (Emergency & Transitional Housing) (Escambia/Pensacola)</p>
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This is a [continuation of the current “K” Contract Project](#), which is supporting the development of a replacement centralized homeless housing and services facility.

Background:

Project Summary:

While this project addresses an Urgent Need, it will directly benefit Low/Moderate Income (LMI) persons, through the construction of a critically important, “hardened” centralized homeless housing and replacement services facility to be located well outside the flood plain and the FEMA Storm Surge Inundation Areas of Pensacola. This important project qualifies both under the Low/Moderate Income (LMI) National Objective and Urgent Need National Objective. The properly located, hardened facility will target the pre- and post-disaster recovery needs of this highly vulnerable population in Escambia County. The existing homeless facility at 16 West Main Street in Pensacola is located in a low lying, flood prone area of downtown Pensacola, which requires evacuation in advance of all hurricanes directly threatening Pensacola, such as Hurricanes Gustav, Dennis and Ivan; since it is highly susceptible to recurring flooding/storm surge impacts from storm events/disasters. The current location is typically inaccessible for use prior to or immediately after a significant storm/disaster event.

Project Need:

The 1960’s era Waterfront Rescue Mission (Waterfront) homeless transient housing and feeding facility on Main Street in Pensacola is situated very near Pensacola Bay in a highly vulnerable location subject to major damage from high wind, flooding and storm surge produced by hurricanes that impact Escambia County. This facility is one of, if not the, the major emergency disaster housing resource for street homeless during major storm events, disasters or extremely cold weather. Low lying area evacuation orders issued by Emergency Management officials in advance of oncoming hurricanes, such as Gustav, will require or at least recommend evacuation of the perilously located facility rendering it useless as an emergency/disaster shelter for the homeless, and due to flooding/storm surge impacts the utility of the facility for meeting immediate post-disaster housing and recovery needs of the homeless is highly moderated. This type of facility is critical to post-disaster recovery due to its use to meet recovery housing needs of the street homeless until public services can be restored. Though the direct impact to the facility was less with Gustav, the inadequacy of the existing facility and its perilous location became very evident following the devastation of Hurricane Ivan. The facility was damaged by the hurricane and was subject to the severe storm surge that flooded much of the Pensacola urban core. Though Waterfront resumed its post disaster mission from the crippled facility (once it could be safely accessed), the location of the facility continues to be a concern with each successive hurricane, including Hurricane Gustav which produced major damage along the coastline in Escambia County. The existing, wholly undersized facility, at 8,500 sf, is adequate to comfortably serve 40-50 individuals, but during disaster or other storm/bad weather events, it is very common for Waterfront to accommodate over 100 persons (using every space possible). Though utilized as a makeshift disaster shelter, the facility is not constructed to withstand hurricane force winds. The existing facility (located on Main Street) will be abandoned and ultimately demolished by Waterfront following occupancy of the replacement facility. Additional documentation regarding the precarious location of the existing facility is included from the City of Pensacola, Escambia County Emergency Management and Waterfront. The proposed project entails the total development (design, final permitting and construction) of a centralized replacement homeless service facility approximating 30,000 square feet that will house Waterfront. Additionally, an adjacent existing building will be used to house the service delivery components of the EscaRosa Coalition on the Homeless, Inc.’s Continuum of Care. The well designed, integrated and hardened public facility, to a standard that will safely and confidently withstand the heavy winds and storm surge seen in the coastal areas during storm events such as Gustav or Ivan.

Escambia County, the City of Pensacola, Waterfront and the EscaRosa Coalition on the Homeless all recognize the absolute necessity to address this major health and safety issue for the Low/Moderate Income homeless and special needs populations locally, and have therefore additionally prioritized this project as a major Urgent Need in the community which must be addressed and mitigated through the development posed herein. The facility has received significant local community and financial support further evidencing the Project’s high priority in the local community. However, the total cost of the facility, currently projected at over \$4.5M, requires allocation of

additional CDBG Disaster Recovery (DREF) funding to ensure completion in keeping with the needs of the community. Though CDBG Disaster funding is significant, it should be noted that well over \$1,000,000 of the total investment in the facility is borne locally and all of the future staffing and operational costs will be provided locally (primarily by Waterfront Rescue Mission. *No CDBG funding expended on the current Waterfront facility (16 W. Main Street).*

CDBG National Objective:		Benefit to Low and Moderate Income Persons		
b. Performance Measure(s): Development of 1 public facility for the homeless		Units to be completed: One homeless facility (w/ daily service capacity of 100)		
c. Estimated Project Cost:		CDBG Funds	Other Funds	Totals
Project Management (Note: Architectural, engineering and related services totally paid by Waterfront Rescue Mission)	\$ 50,000 \$ 84,950	\$ 200,000 \$ 0.00	\$ 250,000 \$ 84,950	("K" Contract) (DREF Supplemental)
Construction (including major items of permanently affixed equipment)	\$ 1,800,000 \$ 880,000	\$ 1,563,000 \$ 0.00	\$ 3,363,000 \$ 880,000	("K" Contract) (DREF Supplemental)
Total Estimated Cost for Activity	\$ 1,850,000 <u>\$ 964,950</u> <u>\$ 2,814,950</u>	\$ 1,763,000 <u>\$ 0.00</u> <u>\$ 1,763,000</u>	\$ 3,613,000 <u>\$ 964,950</u> <u>\$ 4,577,950</u>	("K" Contract) (DREF Supplemental) (GRAND TOTAL)
d. Project/Activity Beneficiaries: Note: Beneficiary data is cumulative (aggregate) for both the original "K" Contract and DREF Supplemental.	Minimum Facility Capacity (Projected)	Total # LMI Beneficiaries	Limited Clientele Beneficiaries	% LMI
	100 persons (homeless/special needs)	100 persons (homeless/special needs)	100%	100.0%
e. Project/Activity Location: Project Location: 350 W. Herman Street, Pensacola, Florida Maps depicting the location of the project are included in Appendix 1. (THIS IS A CONTINUATION PROJECT)				
Project/Activity Located in:	Escambia County/City of Pensacola			

EXHIBIT IV
(REVISED: August 18, 2011)

DCA Approved DREF Project Budget
(Disaster Recovery Enhancement Funds)

Service Area #05:
Centralized Homeless Housing/Services
Replacement Facility



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1102

County Administrator's Report Item #: 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Rescinding Sign Grant Funding Agreement for 1000 North Navy Boulevard

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Sign Grant Funding Agreement for 1000 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of September 16, 2010, concerning the Sign Grant Funding Agreement for the property located at 1000 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements: install solar-powered "Entrance and Exit sign"; and

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

BACKGROUND:

On September 16, 2010, the Board approved the aforementioned actions between the Escambia County CRA and Fun Zone Pizza, Inc. Due to the recent economy shortfalls, the Grant recipient was unable to meet the expenses of the improvement. A copy of the original resumé is attached.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Fun Zone Sign Resume

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board ratify the following September 16, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 1000 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:

Install solar-powered "Entrance" and "Exit" signs

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

Approved 5-0



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1103

County Administrator's Report Item #: 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Rescinding Sign Grant Funding Agreement for 1002 North Navy Boulevard

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Sign Grant Funding Agreement for 1002 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of April 22, 2010, concerning the Sign Grant Funding Agreement for the property located at 1002 North Navy Boulevard:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Rydon, Inc., owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements: install solar-powered Entrance and Exit signs; and

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

BACKGROUND:

On April 22, 2010, the Board approved the aforementioned actions between the Escambia County CRA and Rydon, Inc. Due to the recent economy shortfalls, the Grant recipient was unable to meet the expenses of the improvement. A copy of the original resumé is attached.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Rydon, Inc. Sign Resume

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board ratify the following April 22, 2010, action of the Escambia County Community Redevelopment Agency (CRA) concerning the Sign Grant Funding Agreement for the property located at 1002 North Navy Boulevard:

- A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Rydon, Inc., owner of commercial property located at 1002 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:

Install solar-powered Entrance and Exit signs

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

Approved 5-0

23. Recommendation: That the Board take the following action regarding the Emergency Management Preparedness and Assistance Grant Program Grant Contract #10-BG-25-01-27-01-112, Modification 2:

- A. Approve the Florida Division of Emergency Management Emergency Management and Preparedness Assistance Grant Contract Modification 2, increasing the amount of the Grant award by \$2,800, bringing the total amount of the Contract to \$186,582, with funding to be identified in Fund 110, Other Grants and Projects, Cost Center 330405; and
- B. Authorize the Chairman to execute the Grant Contract Modification.

Approved 5-0



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1104 County Administrator's Report Item #: 11. 18.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2011
Issue: Commercial Facade Grant Program Six Cancellations of Liens
From: Keith Wilkins, REP
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Relax Inn Motel Corporation	3725 Mobile Highway	\$9,900
Robert K. Mandel	1000 North "W" Street	\$10,000
Rydon, Inc.	1002 North Navy Boulevard	\$10,000
Litedra C. Burgess	919 West Michigan Avenue	\$1,865
Katie Bell Nell, Trustee	41 South Navy Boulevard	\$10,000
Jim Veal	3460 Barrancas Avenue	\$10,000;

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

BACKGROUND:

On August 18, 2011, a CRA meeting was convened to consider approval of the six Cancellation of Liens. The above referenced property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved six Cancellation of Liens as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board ratification approving the Commercial Facade Grant Program Cancellation of Liens.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

Six (6) Cancellations of Liens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$9,900, executed by Relax Inn Motel Corporation, and recorded in Official Record Book 6580 at pages 647-648, 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 Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Dustin Hood

Title: ACF

Date: 9/11/11

Escambia County
Clerk's Original

11/19/2009 CAR 11-20

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010023343 04/14/2010 at 02:12 PM
OFF REC BK: 6580 PG: 647 - 648 Doc Type: L
RECORDING: \$18.50

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhoods and Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Relax Inn Motel Corporation</u>	<u>3725 Mobile Highway</u> <u>Pensacola, Florida 32505</u>	<u>34-2S-30-0660-001-004</u>

Total Amount of Lien \$9,900

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *D. Ward*

Date: *11/03/09*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Relax Inn Motel Corporation

anna nguyen
Anna Nguyen, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October 2009 by Anna Nguyen, President of commercial property. He/She is personally known to me or has produced FL Lic N250...5820 as identification.



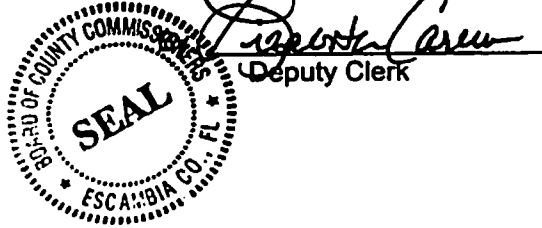
Clara F Long
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

For: Escambia County
Community Redevelopment Agency

Date Executed
11/19/2009

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



This document approved as to form and legal sufficiency

By: Mystic Awa
Title: HCIT
Date: 10/19/09

This instrument prepared by:
Clara Long, Redeveloper II
Neighborhoods and Community Services Bureau
Community Redevelopment Agency
1190 West Leonard Street, Pensacola, FL 32501
H:\WESDI\CRA\GRANTS\Grant Agreements\2009\Nguyen_Relax Inn_112009.doc

BBC Approved 11-19-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Robert K. Mandel**, and recorded in Official Record Book **6618** at pages **1227-1228**, 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 Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Justin Hual

Title: ALA

Date: 7/11/11

Escambia County
Clerk's Original

6/17/2010 CAR 11-4

**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>Robert K. Mandel</u>	<u>1000 North "W" Street Pensacola, Florida 32505</u>	<u>00-0S-00-9060-001-221</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: *[Signature]*

Date: 6/21/10

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

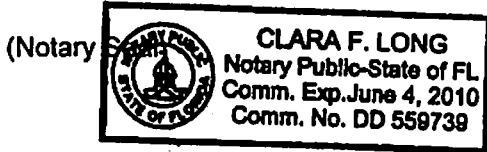
For Recipient:

Robert K. Mandel

Robert K. Mandel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of May, 2010 by Robert K. Mandel, Property Owner. (He/She) is personally known to me or () has produced FLCN M534...420 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: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

BCC Approved: 06-17-2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



Doris Harris
Deputy Clerk

Date Executed

6/17/2010

This document approved as to form and legal sufficiency.

By: Kristen Huff
Title: ACA
Date: 5/12/10

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:\NESC\CRA\GRANTS\Grant Agreements\2010\Mandel__1000 N W St_062010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Rydon, Inc.**, and recorded in Official Record Book **6585** at pages **1557-1558**, 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 Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: _____

Escambia County
Clerk's Original
1/21/2010 CAR 11-14

**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>Rydon, Inc.</u>	<u>1002 North Navy Boulevard Pensacola, Florida 32507</u>	<u>37-2S-30-2006-000-022</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 of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010027051 04/29/2010 at 02:36 PM
OFF REC BK: 6585 PG: 1557 - 1558 Doc Type: L
RECORDING: \$18.50

Verified By: *K. Ward*

Date: *1/22/10*

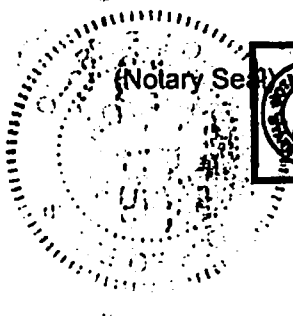
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Rydon, Inc.

[Signature]
Eugene S. Kerr, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of December, 2009 by Eugene S. Kerr, President of Rydon, Inc. He She is personally known to me or has produced FLICK (600) ... 267.0 as identification.



CLARA F. LONG
Notary Public - State of FL
Comm. Exp. June 4, 2010
Comm. No. DD 559739

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

For: Escambia County
Community Redevelopment Agency

By: [Signature]
Grover C. Robinson, Jr. Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court
By: [Signature]
Deputy Clerk

Date Executed
1/21/2010

BBC Approved 01-21-10

This instrument prepared by:
Clara Long, Redeveloper II
Neighborhoods and Community Services Bureau
Community Redevelopment Agency
1190 West Leonard Street, Pensacola, FL 32501
H:\WESDI\CRA\GRANTS\Grant Agreements\2010\Rydon_1002 N Nvy_012010.doc

This document approved as to form and legal sufficiency

By: [Signature]
Title: ACA
Date: 12/9/09

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 **\$1,865**, executed by **Litedra C. Burgess**, and recorded in Official Record Book **6610** at pages **1996-1997**, 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 Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: _____

Title: ACA

Date: 7/14/11

Escambia County
Clerk's Original

6/17/2010 CAR11-10

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010043535 07/07/2010 at 03:55 PM
OFF REC BK: 6610 PG: 1996 - 1997 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhoods and Community Services Bureau Community
Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Litedra C. Burgess</u>	<u>919 West Michigan Avenue Pensacola, Florida 32505</u>	<u>46-1S-30-1100-011-002</u>

Total Amount of Lien \$1,865

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: *K. W. Dandel*

Date: *6/21/10*

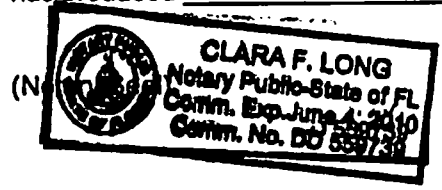
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Litedra C. Burgess
Litedra C. Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of May, 2010 by Litedra C. Burgess, Property Owner. He/She is personally known to me or has produced _____ 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: *Grover C. Robinson, IV*
Grover C. Robinson, IV, Chairman

BCC Approved: 06-17-2010

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court
Doris Harris
Deputy Clerk



Date Executed

6/17/2010

This document approved as to form and legal sufficiency.

By: *Justin Deal*
Title: ACA
Date: 5/20/10

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:\WESDI\CRA\GRANTS\Grant Agreements\2010\Burgess__919 Michigan_062010.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Katie Bell Nell, Trustee**, and recorded in Official Record Book **6616** at pages **1460-1461**, 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

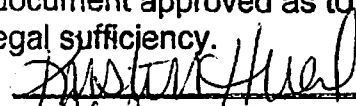
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: 
Title: ACA
Date: 9/11/11

Escambia County
Clerk's Original

4/22/2010 CAR11-11

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhoods and Community Services Bureau
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Katie Bell Nell, Trustee</u>	<u>41 South Navy Boulevard Pensacola, Florida 32507</u>	<u>51-2S-30-7061-004-020</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: *[Signature]*
Date: 4/22/10

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

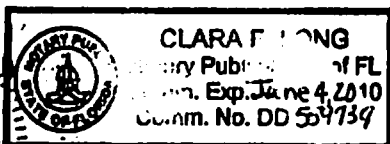
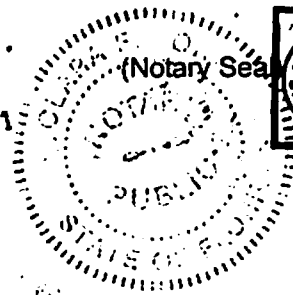
For Recipient:

Katie Bell Nell

Katie Bell Nell, Trustee, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of March, 2010 by Katie Bell Nell, Trustee, Property Owner of the commercial property. He/She () is personally known to me or () has produced FL Lic. N400... 8480 as identification.



Clara F. Long

Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCJ

Date: 3/2/10

BCC Approved: 04-22-2010

Date Executed

4/22/2010

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



[Signature]
Deputy Clerk

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:\NESD\CRA\GRANTS\Grant Agreements\2010\Katie Nell_3 Fries_41 S Navy Blvd_042210.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Jim Veal**, and recorded in Official Record Book **6606** at pages **830-831**, 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 Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: ACA
Date: 7/11/11

Escambia County
Clerk's Original

5/20/2010 CAR11-17

**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>Jim Veal</u>	<u>3460 Barrancas Avenue Pensacola, Florida 32507</u>	<u>50-2S-30-5012-001-028</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: *K. W. Daniel*

Date: *5/21/10*

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010040729 06/24/2010 at 03:38 PM
OFF REC BK: 6606 PG: 830 - 831 Doc Type: L
RECORDING: \$18.50

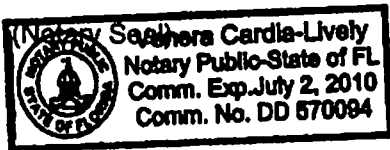
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:
[Signature]
Jim Veal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of APRIL, 2010 by Jim Veal, Property Owner. He/She () is personally known to me or () has produced FLDL V.600 as identification.

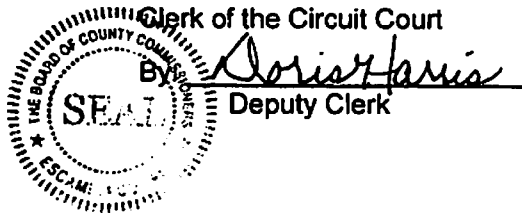
[Signature]
Signature of Notary Public
VENERA CARDA-LIVELY
Printed Name of Notary Public



For: **Escambia County
Community Redevelopment Agency**
By: [Signature]
Grover C. Robinson, IV, Chairman

BCC Approved: May 20, 2010
BCC Executed

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

5/20/2010
This document approved as to form and legal sufficiency.

By: [Signature]
Title: ALTA
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\Veal_3460 Barrancas_052010.doc



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1153

County Administrator's Report Item #: 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Residential Rehab Grant Funding and Lien Agreements 416 South 1st Street

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 416 South 1st Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 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 416 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,784, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the installation of new storm windows; and

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

BACKGROUND:

On August 18, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Wanda D. Brown. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Community & Environment 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.

Attachments

Grant & Lien Agreements_Photo

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

THIS FUNDING AGREEMENT is made and entered into this 18th day of August 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Wanda D. Brown, (the "Recipient"), owner of property located at 416 South 1st Street, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$4,784, 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 \$4,784, which shall be comprised of a cash contribution of \$4,784.
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 18th day of August 2011, and the Project shall be complete on or before the 18th day of November 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:

<u>County:</u>	<u>Recipient:</u>
Clara Long, Urban Planner, CRA	Wanda D. Brown
Community & Environment Department	416 South 1 st Street
3363 Park Place	Pensacola, FL 32507
Pensacola, Florida 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: ACT
Date: 7/19/11

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

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

[Signature]
Wanda D. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of July, 2011 by **Wanda D. Brown**, Property Owner. He (She) is personally known to me or has produced FL Lic B150...61...0 as identification.



[Signature]
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Wanda D. Brown
Property Address: 416 South 1st Street, Pensacola, FL 32507

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

Install new storm windows.

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

Lien Agreement

Applicant Name(s) <u>Wanda D. Brown</u>	Address of Property <u>416 South 1st Street</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>51-2S-30-7062-028-034</u>
--	--	--

Total Amount of Lien **\$4,784**

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.

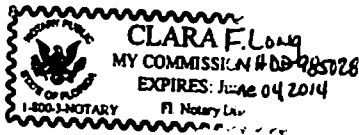
For Recipient:

Wanda D Brown
Wanda D. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of July, 2011 by Wanda D. Brown, Property Owner. He (She) is personally known to me or has produced FLic Bldg... 6/... as identification.

(Notary Seal)



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

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

By: _____
Kevin W. White, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Department
3363 Park Place, Pensacola, FL 32505

This document approved as to form and legal sufficiency.

By: Kristen Huff
Title: AP/H
Date: 7/19/11



416 1st Street – Install new storm windows



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1152

County Administrator's Report Item #: 11. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Commercial Sign Grant Funding Agreement for 3835 West Navy Boulevard

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Funding Agreement for 3835 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 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 Sign Grant Funding Agreement for the property located at 3835 West Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement 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 \$1,737, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, to install a new sign; and

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

BACKGROUND:

On August 18, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and AMA Vetcare, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Lien Agreement_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of August 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and AMA Vetcare, Inc., (the "Recipient"), owner of commercial property located at 3835 West Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Sign Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,737**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,737**, which shall be comprised of a cash contribution of **\$1,737**.
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 **18th** day of **August 2011**, and the Project shall be complete on or before the **18th** day of **November 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA,

including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

County:

Clara Long, Urban Planner, CRA
Community & Environment Bureau
3363 Park Place
Pensacola, Florida 32505

Recipient:

Andrew Armani
AMA Vetcare, Inc
dba Navy Boulevard Animal Hospital
3835 West Navy Boulevard
Pensacola, Florida 32507

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: [Signature]
Title: AMA
Date: 7/19/11

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

By: _____
Kevin W. White, Chairman

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

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: **AMA Vetcare, Inc.**
[Signature]
Andrew Armani, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of July 2011 by **Andrew Armani**, President of AMA Vetcare, Inc. He/She is personally known to me or has produced FL Drivers License as identification.



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

EXHIBIT I

SIGN GRANT PROJECT

Property Owner: AMA Vetcare, Inc.
Property Address: 3835 West Navy Boulevard, Pensacola, FL 32507

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

Install a new sign.

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 Park Place, Pensacola, FL 32505

#3



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for more examples of our efforts

APPROVED BY _____

DATE _____

PRICES, SPECIFICATIONS & CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED ABOVE. PAYMENT WILL BE MADE AS OUTLINED.





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1151

County Administrator's Report Item #: 11. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Commercial Facade Grant Funding and Lien Agreements for 3704 West Navy Boulevard

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3704 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 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 3704 West Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Caribbean Landscaping of NWFL, owner of commercial property located at 3704 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for landscaping improvements that include Palms trees, flowering shrubs, and other native plants; and

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

BACKGROUND:

On August 18, 2011, a CRA meeting was convened to consider approval of the aforementioned actions between Escambia County CRA and Caribbean Landscaping of NWFL. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Grant Agreements_Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of August 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Caribbean Landscaping of NWFL, (the "Recipient"), owner of commercial property located at 3704 West Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **August 2011**, and the Project shall be complete on or before the **18th** day of **November 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 Department
3363 Park Place
Pensacola, Florida 32505

Recipient:
Caribbean Landscaping of NWFL
c/o Steven J. Ackerman
3704 West Navy Boulevard
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: [Signature]
Title: TCIT
Date: 7/19/11

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: **Caribbean Landscaping of NWFL**
[Signature]
Steven J. Ackerman, Property Owner

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ SANTA ROSA

The foregoing instrument was acknowledged before me this 22ND day of July 2011 by **Steven J. Ackerman**, Property Owner. He/She () is personally known to me or (X) has produced FLORIDA DRIVER'S LICENSE as identification.

(Notary Seal)

[Signature]
Signature of Notary Public
WALTER J SCHIESSL
Printed Name of Notary Public

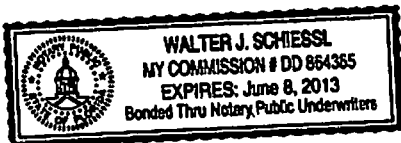


EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Caribbean Landscaping of NWFL**
Property Address: **3704 West Navy Boulevard, Pensacola, FL 32507**

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

Landscaping improvements to include Palms trees, flowering shrubs, and other native plants.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Caribbean Landscaping of NWFL</u>	<u>3704 West Navy Boulevard Pensacola, Florida 32507</u>	<u>38-2S-30-1000-002-002</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date 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.

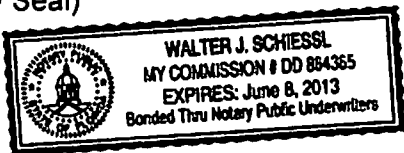
For Recipient: Caribbean Landscaping of NWFL

Steven J. Ackerman
Steven J. Ackerman, Property Owner

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ SANTA ROSA

The foregoing instrument was acknowledged before me this 22 day of July, 2011 by Steven J. Ackerman, Property Owner. He/~~She~~ () is personally known to me or () has produced FLORIDA DRIVER LICENSE as identification.

(Notary Seal)



Walter J. Schiessl
Signature of Notary Public
WALTER J SCHIESSL
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By: _____
Kevin W. White, Chairman

BCC Approved: _____

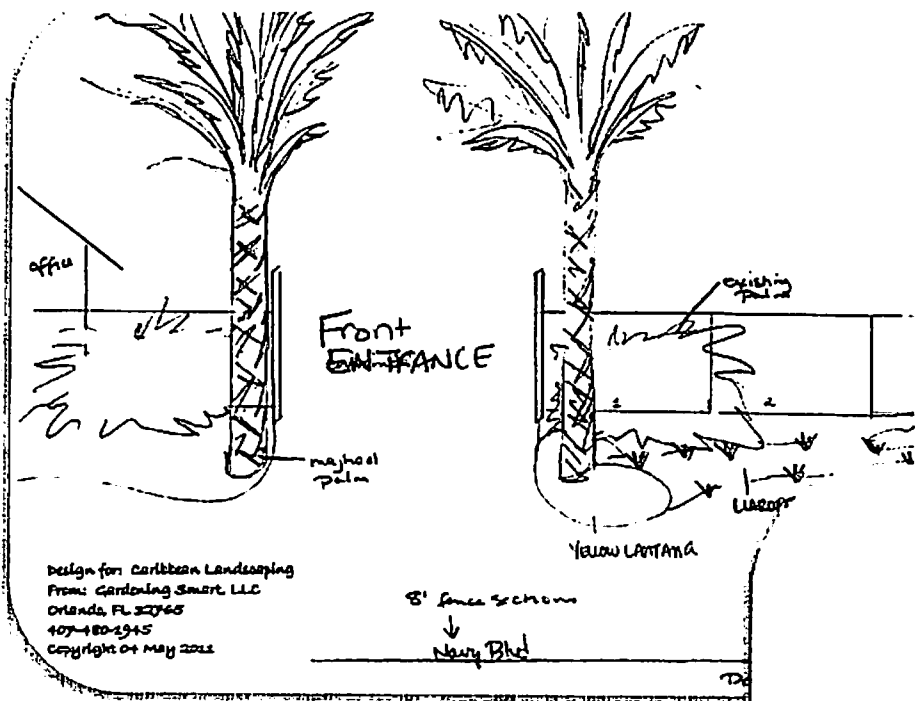
ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
3363 Park Place, Pensacola, FL 32505

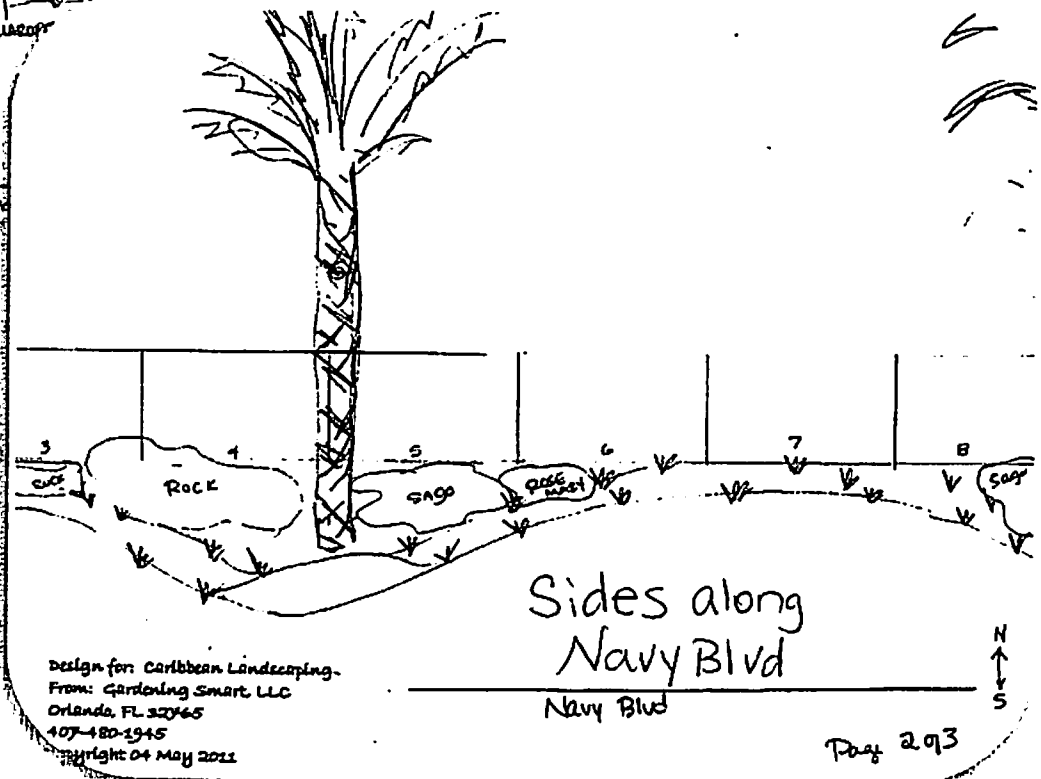
This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 7/19/11



Design for Caribbean Landscaping
 From: Gardening Smart LLC
 Orlando, FL 32765
 407-480-1945
 Copyright 04 May 2022

3704 W. Navy Blvd
 Landscaping improvements
 (Palms, flowering shrubs
 and decorative rocks/boulders)



Design for Caribbean Landscaping
 From: Gardening Smart LLC
 Orlando, FL 32765
 407-480-1945
 Copyright 04 May 2022



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1105

County Administrator's Report Item #: 11. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Residential Rehab Grant Funding and Lien Agreements for 619 McCarroll Road

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 619 McCarroll Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following August 18, 2011, action of the Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 619 McCarroll Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Jean Burgess, owner of residential property located at 619 McCarroll Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$4,398, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements: install a new central heating and air conditioning system and new storm windows; and

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

BACKGROUND:

On August 18, 2011, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Jean Burgess. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

Community & Environment 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.

Attachments

619 McCarroll Rd_Burgess

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

THIS FUNDING AGREEMENT is made and entered into this 18th day of August 2011, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kara Jean Burgess, (the "Recipient"), owner of property located at 619 McCarroll Road, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$4,398, 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 \$4,398, which shall be comprised of a cash contribution of \$4,398.
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 18th day of August 2011, and the Project shall be complete on or before the 18th day of November 2011 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient:

Kara Jean Burgess
619 McCarroll Road
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 7/11/11

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

For: Board of County Commissioners of Escambia County

By: _____
Kevin W. White, Chairman

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

[Signature]
Kara Jean Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of July, 2011 by Kara Jean Burgess, Property Owner. He/She () is personally known to me or () has produced FL Lic B622...59...1 as identification.



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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Kara Jean Burgess
Property Address: 619 McCarroll Road, Pensacola, FL 32507

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

Install a new central heating & air conditioning system and new storm windows.

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

Lien Agreement

Applicant Name(s) <u>Kara Jean Burgess</u>	Address of Property <u>619 McCarroll Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-030-002</u>
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Total Amount of Lien **\$4,398**

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.

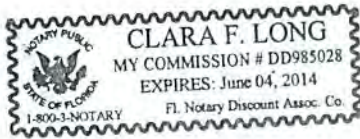
For Recipient:

Kara Jean Burgess
Kara Jean Burgess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of July, 2011 by Kara Jean Burgess, Property Owner. He/She () is personally known to me or () has produced FLlic B622... 59... 1 as identification.

(Notary Seal)



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

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

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

This 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: Dustin Head
Title: ACP
Date: 7/11/11



Install a new central H & A System
and new storm windows



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1205

County Administrator's Report Item #: 11. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Change Order to PO# 111119 to Cardno TBE for 3300 Mobile Highway

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order to PO# 111119 to Cardno TBE for 3300 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #4, relating to Phase II Environmental Site Assessment for property located at 3300 Mobile Highway:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$37,911.00
Vendor:	Cardno TBE
Project Name:	3300 Mobile Highway
Contract:	PD 06-07.038
PO No.:	111119
CO No.:	4
Original Award Amount:	\$3,500.00
Cumulative Amount of Change Orders through CO #4	\$67,110.00
New Contract Total:	\$70,610.00

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101]

BACKGROUND:

In May 2010, the County was awarded a Brownfield EPA Grant in the amount of \$400,000 to help conduct environmental site assessments on identified Brownfield properties. The site assessments include sites contaminated with petroleum and/or hazardous materials. The 3300 Mobile Highway property has been identified as a Brownfield and is located within the Brownsville Community Redevelopment Area and has been targeted by the Community Redevelopment Agency for redevelopment efforts.

BUDGETARY IMPACT:

Funds for this project will be provided through Fund 110, Other Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration necessary.

PERSONNEL:

There are no additional personnel impacts at this time.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedure for Purchasing.

IMPLEMENTATION/COORDINATION:

Community Redevelopment Agency will handle all implementation tasks.

Attachments

3300 Mobile Hwy Scope CO#11119_4



Shaping the Future

July 14, 2011

Mr. Glenn Griffith
Community & Environment Department
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

Cardno TBE

2804 Remington Green Circle
Suite 4
Tallahassee, FL 32308
USA

Phone 850 385 8232
Phone 800 861 8314
Fax 850 385 8233

Email
Roger.Register@CardnoTBE.com

www.CardnoTBE.com

RE: **3300 Mobile Highway Site
Technical and Cost Proposal
Task III – Groundwater Assessment
Phase II Environmental Site Assessment (ESA)
EPA Hazardous Substance Grant
Pensacola, Florida
Parcel ID No. 33-2S-30-3300-0000-3256**

Dear Glenn:

Cardno TBE is pleased to submit the following technical and cost proposal for completing a Phase II ESA at the above-referenced property. This work will be performed under our executed agreement for Brownfields Services (Task-Order-Based Continuing Contract: PD 02-03.79) and EPA Grant No. BF 95460710-0 using the Hazardous Substance grant.

BACKGROUND

Cardno TBE recently completed a Phase I Environmental Site Assessment (ESA) report for the referenced property. Based on that assessment, recognized environmental conditions (RECs, as defined by *ASTM Standard Practice E1527-05*) were identified as follows for the property:

- On-site: Historical chemical storage/handling facility
- On-site: Historical paint and body shop
- Off-site: Historical automotive repair and filling station located west of the site
- Off-site: Historical automotive repair/filling station and petroleum storage facility
- Off-site: Historical auto machine shop located to the south and southwest
- Off-site: Historical paint and body shop located south of the site
- Off-site: Historical petroleum storage/handling facility located north of the site

Based on these findings, the subject site may have been impacted by contaminants such as petroleum hydrocarbons and chlorinated solvents, low level polycyclic aromatic hydrocarbons (PAHs), base/neutral/acid extractables (BNA), total petroleum hydrocarbons (TPHs), and priority pollutant metals. These RECs are summarized in the Phase I ESA report submitted in May 2011 (Cardno TBE).

The potential for future redevelopment activities at the property requires groundwater assessment to evaluate the presence of hydrocarbons and/or chemicals from engine repair and/or body shop activities. In addition, it is necessary to evaluate groundwater quality to determine the potential for groundwater impact(s) at the site relating to the above concerns and for on-site migration via groundwater from off-site sources.

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

The need for remediation of groundwater may affect future development at the subject property. Because of budgetary constraints, this Phase II scope of work is not intended to fully characterize the site. Thus, if contaminants are detected above regulatory standards, additional site assessment may be required as prescribed in Chapter 62-780, Florida Administrative Code (F.A.C.) to fully address the environmental impact of identified RECs.

PROPOSED PHASE II ESA SCOPE OF WORK

TASK III - GROUNDWATER ASSESSMENT

Five (5) permanent 2-inch-in-diameter monitor wells will be installed at the subject property. The wells will be located to evaluate groundwater quality near:

- The northern subject property boundary (2 wells).
- Where a former building was located near the southwestern corner of the property (1 well).
- The southeastern corner of the property to evaluate groundwater contamination potentially migrating from the east (1 well).
- The western boundary of the property to evaluate potential groundwater contamination from the west (former Buddy's Texaco).

The monitor well at the southwestern corner of the subject property is also positioned to evaluate groundwater quality near a waste oil tank reportedly located at the eastern portion of the adjoining property (formerly Buddy's Texaco at 3322 Mobile Highway). This property is identified as an off-site REC in the Phase I ESA report and may be the subject of a future Phase I ESA by Escambia County under the Brownfields grant. The monitor well proposed for this study will also be used for groundwater quality evaluation at the former Buddy's Texaco.

The wells will be installed using hollow stem augers to an approximate depth of 65 to 75 feet bls with partially submerged screens. The wells will be constructed of 2-inch diameter, Schedule 40 PVC with 10-feet of 2-inch-PVC, 0.010-inch slotted screen and the screen will be approximately 9 feet into the surficial groundwater zone. The annular space around the well screen will be filled with a 20-30 graded silica sand filter pack to a height of one-foot above the top of the screen. A 1-foot thick 30/65 graded silica sand seal will be placed on top of the filter pack along with a one-foot bentonite seal, and the remainder of the borehole filled with a neat cement grout.

The wells will be completed below grade inside a flush-to-ground mounted steel vault surrounded by a 2-foot by 2-foot concrete pad and will be fitted with locking well plugs. The wells will be developed until free of sediment.

The wells will be allowed to stabilize for a minimum of 24 hours and groundwater samples will be collected following FDEP Standard Operating Procedures (2008) and procedures documented in the site specific QAPP. Geographic coordinates (latitude and longitude) will be collected and recorded with a hand-held GPS and included in the Phase II report. In addition, the top-of-casing of each of the newly installed monitor wells will be surveyed and water levels will be collected.

One (1) groundwater sample will be collected from each monitor well (total of five samples) and will be analyzed for VOCs by USEPA Method 8260B, LL PAHs/BNA compounds by USEPA Method 8270, TPHs by the FL-PRO Method, and PPL metals using USEPA Methods 6010/7470. In addition, the groundwater sample from the monitor well at the southwestern corner of the subject property will also be analyzed for polychlorinated biphenyls (PCBs) using USEPA Method 8080 to evaluate potential PCB impact to groundwater from a waste oil tank reported located just to the west of this location at the 3322 Mobile Highway site.

One (1) equipment blank sample for the pump and tubing and one (1) duplicate sample will also be collected and analyzed for the compounds listed above.

MINORITY BUSINESS UTILIZATION

The project team is intended to maximize use of minority business enterprises (MBE) as subcontractors and will include the laboratory, Millennium Labs, or another approved MBE business.

SCHEDULE

Once the site-specific QAPP is approved (estimated forty-five [45] days from notice to proceed), site assessment activities will take approximately four (4) days to complete (including scheduling and implementation) and approximately fourteen days will be required to complete sample analyses. A draft of the Phase II ESA report will be submitted within sixty (60) days from the receipt of laboratory analytical results.

ESTIMATED COSTS

The Phase II ESA groundwater assessment will be conducted on a time and materials basis, for a total budgeted cost of \$27,614 and will not exceed this estimated amount without prior approval from Escambia County through an approved work change order. The detailed cost estimate is broken down as follows:

SCHEDULE OF COMPENSATION

Task III - Groundwater Assessment Activities

TBE Labor (Installation and Sampling of 5 Permanent Wells) and Expenses	\$8,114
Subcontractors:	
Hollow Stem Auger Drilling Rig – 5 permanent wells installed from ~65 to 75 ft bls (estimated)	\$15,000
Groundwater Laboratory Analytical with QA/QC (6 samples for listed analytes)	\$4,500
Subtotal (time and material)	\$27,014

Total Estimated Cost.....\$27,614

The estimated laboratory costs are as follows:

Matrix Total	# of Samples	Analyses	\$/Sample	
GW (SW corner MW) 1		8260B, BNA8270, FL-PRO, 8082, PPL6010/7470	\$600.00	\$600
GW (all other MWs) 4		8260B, BNA8270, FL-PRO, PPL6010/7470	\$525.00	\$2,100

Mr. Glenn Griffith
Page 4
July 14, 2011

Matrix Total	# of Samples	Analyses	\$/Sample	
GW QA/QC	2	Duplicate, Equipment Blank (8260B, BNA8270, FL-PRO, 8082, PPL6010/7040)	\$600.00	\$1200
GW IDW	1	8260B, BNA8270, FL-PRO, 8082, PPL6010/7470/7471	\$600.00	\$600
Total				\$4,500

PPL = Priority Pollutant List metals; BNA = Base/Neutral Acid Extractable Organic Compounds

If this proposal meets with your approval, your signature below will authorize Cardno TBE to begin scheduling of subcontracting services. Upon approval please issue a Work Order in accordance with our contract. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Approved by: ESCAMBIA COUNTY




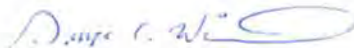
Roger B. Register
Director - Brownfields Services
For Cardo TBE
850-385-8232

Signed by

Title:

Date:


Brownfields Coordinator
7-18-11



George Wiegand, PG
Project Manager
850-385-8232

RBR:gew/brn

Attachment



Shaping the Future

July 14, 2011

Mr. Glenn Griffith
Community & Environment Department
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

Cardno TBE

2804 Remington Green Circle
Suite 4
Tallahassee, FL 32308
USA

Phone 850 385 8232

Phone 800 861 8314

Fax 850 385 8233

Email

Roger.Register@CardnoTBE.com

www.CardnoTBE.com

RE: **3300 Mobile Highway Site
Technical and Cost Proposal
Tasks IV and V – IDW Disposal and Reporting
Phase II Environmental Site Assessment (ESA)
EPA Hazardous Substance Grant
Pensacola, Florida
Parcel ID No. 33-2S-30-3300-0000-3256**

Dear Glenn:

Cardno TBE is pleased to submit the following technical and cost proposal for completing a Phase II ESA at the above-referenced property. This work will be performed under our executed agreement for Brownfields Services (Task-Order-Based Continuing Contract: PD 02-03.79) and EPA Grant No. BF 95460710-0 using the Hazardous Substance grant.

BACKGROUND

Cardno TBE recently completed a Phase I Environmental Site Assessment (ESA) report for the referenced property. Based on that assessment, recognized environmental conditions (RECs, as defined by *ASTM Standard Practice E1527-05*) were identified as follows for the property:

- On-site: Historical chemical storage/handling facility
- On-site: Historical paint and body shop
- Off-site: Historical automotive repair and filling station located west of the site
- Off-site: Historical automotive repair/filling station and petroleum storage facility
- Off-site: Historical auto machine shop located to the south and southwest
- Off-site: Historical paint and body shop located south of the site
- Off-site: Historical petroleum storage/handling facility located north of the site

Based on these findings, the subject site may have been impacted by contaminants such as petroleum hydrocarbons and chlorinated solvents, low level polycyclic aromatic hydrocarbons (PAHs), base/neutral/acid extractables (BNA), total petroleum hydrocarbons (TPHs), and priority pollutant metals. These RECs are summarized in the Phase I ESA report submitted in May 2011 (Cardno TBE).

The potential for future redevelopment activities at the property requires groundwater assessment to evaluate the presence of hydrocarbons and/or chemicals from engine repair and/or body shop activities. In addition, it is necessary to evaluate groundwater quality to determine the potential for groundwater impact(s) at the site relating to the above concerns and for on-site migration via groundwater from off-site sources.

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

J:\0002280001 Escambia County\Cost Estimates\Phase II Tasks II thru V CE 3300 Mobile Hwy\Phase II CE 071411 Tasks IV and V 3300 Mobile Highway

RBR.docx

The need for remediation may affect future development at the subject property. Because of budgetary constraints, this Phase II scope of work is not intended to fully characterize the site. Thus, if contaminants are detected above regulatory standards, additional site assessment may be required as prescribed in Chapter 62-780, Florida Administrative Code (F.A.C.) to fully address the environmental impact of identified RECs.

PROPOSED PHASE II ESA SCOPE OF WORK

TASK IV – MANAGEMENT OF INVESTIGATIVE DERIVED WASTE (IDW)

IDW consisting of development/purge water will be temporarily stored onsite in FDOT-approved 55-gallon drums. If no indication of soil contamination is noted during boring/well installation (i.e., stained/odorous soil or OVA readings), soil will not be containerized but will be spread near the location. IDW samples will not be collected until analytical sample results from the soil (if containerized) and groundwater are received and evaluated. If contamination is detected from analytical results, one (1) representative soil sample and one (1) development/purge water sample from the respective drums will be collected and analyzed for VOCs using USEPA Method 8260B; BNA compounds/LL PAHs using USEPA Method 8270, TPHs by the FL-PRO Method, and PPL metals using USEPA Methods 6010/7470/7471. Based on the results of these analyses, appropriate disposal will be performed.

TASK V – REPORT PREPARATION

A Phase II ESA Report will be prepared to summarize the results of the site assessment activities. EPA has mandated that the ASTM Standard Practices E1903-97 standard for Phase II ESAs be followed for projects where EPA funding is used. As such, this standard will be utilized during the preparation of the Phase II ESA Report. Data will be summarized in tables and figures (if applicable), and field notes and laboratory analyses will be included for reference. Recommendations for further assessment or corrective actions, if applicable, will be included in the report.

MINORITY BUSINESS UTILIZATION

The project team is intended to maximize use of minority business enterprises (MBE) as subcontractors and will include the laboratory, Millennium Labs, or another approved MBE business.

SCHEDULE

Once the site-specific QAPP is approved (estimated forty-five [45] days from notice to proceed), site assessment activities will take approximately four (4) days to complete (including scheduling and implementation) and approximately fourteen days will be required to complete sample analyses. A draft of the Phase II ESA report will be submitted within sixty (60) days from the receipt of laboratory analytical results.

ESTIMATED COSTS

The Phase II ESA IDW disposal and report preparation will be conducted on a cost plus and time and materials basis, for a total budgeted cost of \$10,297 and will not exceed this estimated amount without prior approval from Escambia County through an approved Change Order. The detailed cost estimate is broken down as follows:

SCHEDULE OF COMPENSATION

Task IV – Management of Investigated Derived Waste (IDW)

IDW Removal and Disposal and Analytical (based on 25 drums).....\$4,497
TBE Labor (Arranging Disposal).....\$500
Subtotal (time and material)\$4,997

Task V - Report Preparation

Subtotal (lump sum)\$5,300

Total Estimated Cost.....\$10,297


If this proposal meets with your approval, your signature below will authorize Cardno TBE to begin scheduling of subcontracting services. Upon approval please issue a Work Order in accordance with our contract. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Approved by: ESCAMBIA COUNTY



Roger B. Register
Director – Brownfields Services
For Cardo TBE
850-385-8232

Signed by: 
Title: Brownfields
Date: 7-18-11



George Wiegand, PG
Project Manager
850-385-8232

RBR:gew/brn

Attachment



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1158

County Administrator's Report Item #: 11. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Traffic Restriction - Parking Prohibition - Heather Oaks Drive

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restriction - Parking Prohibition on Heather Oaks Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a parking prohibition:

A. Adopt the Resolution for a parking prohibition within the right-of-way and on the western end of Heather Oaks Drive; and

B. Authorize the Chairman to sign the Resolution for Heather Oaks Drive.

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(a), and 316.555 of the Florida Statutes, to establish regulations on County roadways and streets.

Chapter 94, Article 1, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations]

BACKGROUND:

The Board is authorized under Sections 316.006(3)(a)(b), 316.008(1)(a), and 316.555 of the Florida Statutes, to establish regulations on County roadways and streets.

Chapter 94, Article 1, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

Escambia County recently made improvements on the western end of Heather Oaks Drive which provided a turnaround area for service and emergency vehicles. This parking prohibition is necessary to keep parked vehicles from obstructing this area, allowing the improved area to function as intended.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on July 11, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate "No Parking" signs have been installed on Heather Oaks Drive. The Resolution is required for this parking prohibition to be legally effective. A copy of the Resolution will be forwarded to the Sheriff's Department upon adoption.

Attachments

Heather Oaks Resolution

Heather Oaks Map

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IMPOSING A PARKING PROHIBITION ON HEATHER OAKS DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(a), and 316.555, Florida Statutes, to establish restrictions on traffic and parking on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on traffic and parking on certain roads and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, County Transportation & Traffic Operations recently made improvements to the western end of Heather Oaks Drive that provided a turnaround area for service and emergency vehicles; and

WHEREAS, the County Engineer and staff concluded a parking prohibition is necessary for public safety and convenience, namely to prevent parked vehicles from obstructing the turnaround area.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That it is in the best interest of the welfare of the citizens of Escambia County, Florida, particularly residents in the area affected hereby, to prohibit parking as follows:

- (a) Parking is prohibited within the right-of-way on the western end of Heather Oaks Drive;
- (b) The parking prohibition for Heather Oaks Drive is for all times of the day, for all days of each year.

SECTION 3. That "No Parking" signs conforming to the manual and specifications of the Manual on Uniform Traffic Control Devices and Florida Department of Transportation have previously been erected.

SECTION 4. That the parking prohibition described herein shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

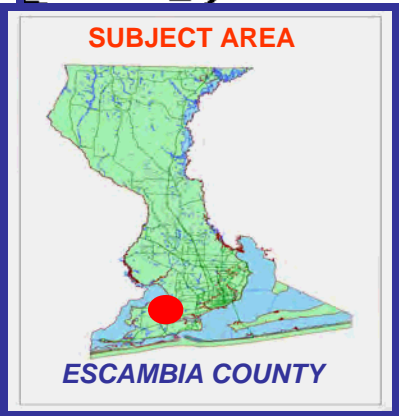
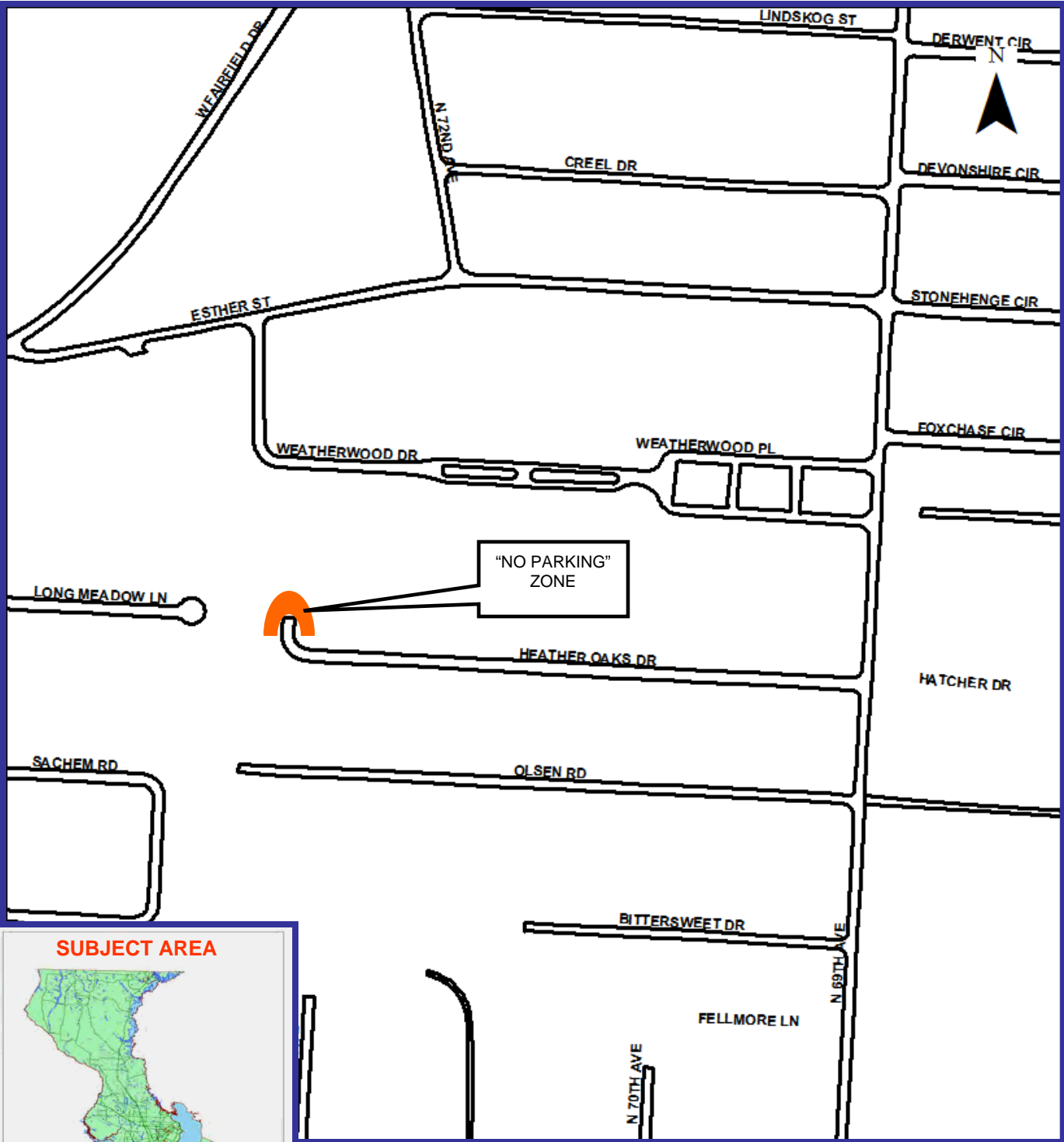
By: *Austin Hual*

Title: HCA

Date: 7/14/11

LOCATION MAP

PARKING PROHIBITION – HEATHER OAKS DRIVE WESTERN END OF ROADWAY





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1174

County Administrator's Report Item #: 11. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Speed Reduction - Multiple Roadways

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E.,
Public Works Department Director

That the Board take the following action concerning traffic restrictions – speed reductions:

A. Adopt the Resolution for the reduction in speed from 30 miles per hour to 25 miles per hour for the following roadway segments:

1. Lime Street, from Border Street to Border Street;
2. Yarmouth Place, from Scenic Highway to end of road;
3. Roxborough Place, from Yarmouth Place to end of road;
4. Cheltenham Circle, from Yarmouth Place to end of road;
5. Mariners Way, from North Blue Angel Parkway to Mariners Drive;
6. Mariners Drive, from Mariners Way to Windjammer Court;
7. Mariners Court, from Mariners Way to end of road;
8. Windjammer Court, from south end of road to north end of road;
9. Seafarers Way, from Muldoon Road to Windjammer Court; and
10. Tallship Lane, from Mariners Drive to end of road; and

B. Authorize the Chairman to sign the Resolution for these roadways.

The Transportation & Traffic Operations Division received citizen requests to lower the speed limit on these roads. County staff evaluated the condition of the roadways and the requests for lower speed limits are supported by staff based on the number of curves, and the layout and design of the roads.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account

Code 53401 for sign installations]

BACKGROUND:

The Transportation & Traffic Operations Division received citizen requests to lower the speed limit on these roads. County staff evaluated the condition of the roadways and the requests for lower speed limits are supported by staff based on the number of curves, and the layout and design of the roads.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 270201 and Account Code 53401 for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on July 14, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Speed Reduction Resolution

Speed Reduction Maps

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON TEN ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following ten roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with Florida Statute 316.189(2)(a) and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

Lime Street from Border Street to Border Street;
Yarmouth Place from Scenic Highway to end of road;
Roxborough Place from Yarmouth Place to end of road;
Cheltenham Circle from Yarmouth Place to end of road;
Mariners Way from N. Blue Angel Pkwy to Mariners Drive;
Mariners Drive from Mariners Way to Windjammer Court;
Mariners Court from Mariners Way to end of road;
Windjammer Court from south end of road to north end of road;
Seafarers Way from Muldoon Road to Windjammer Court; and
Tallship Lane from Mariners Drive to end of road.

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

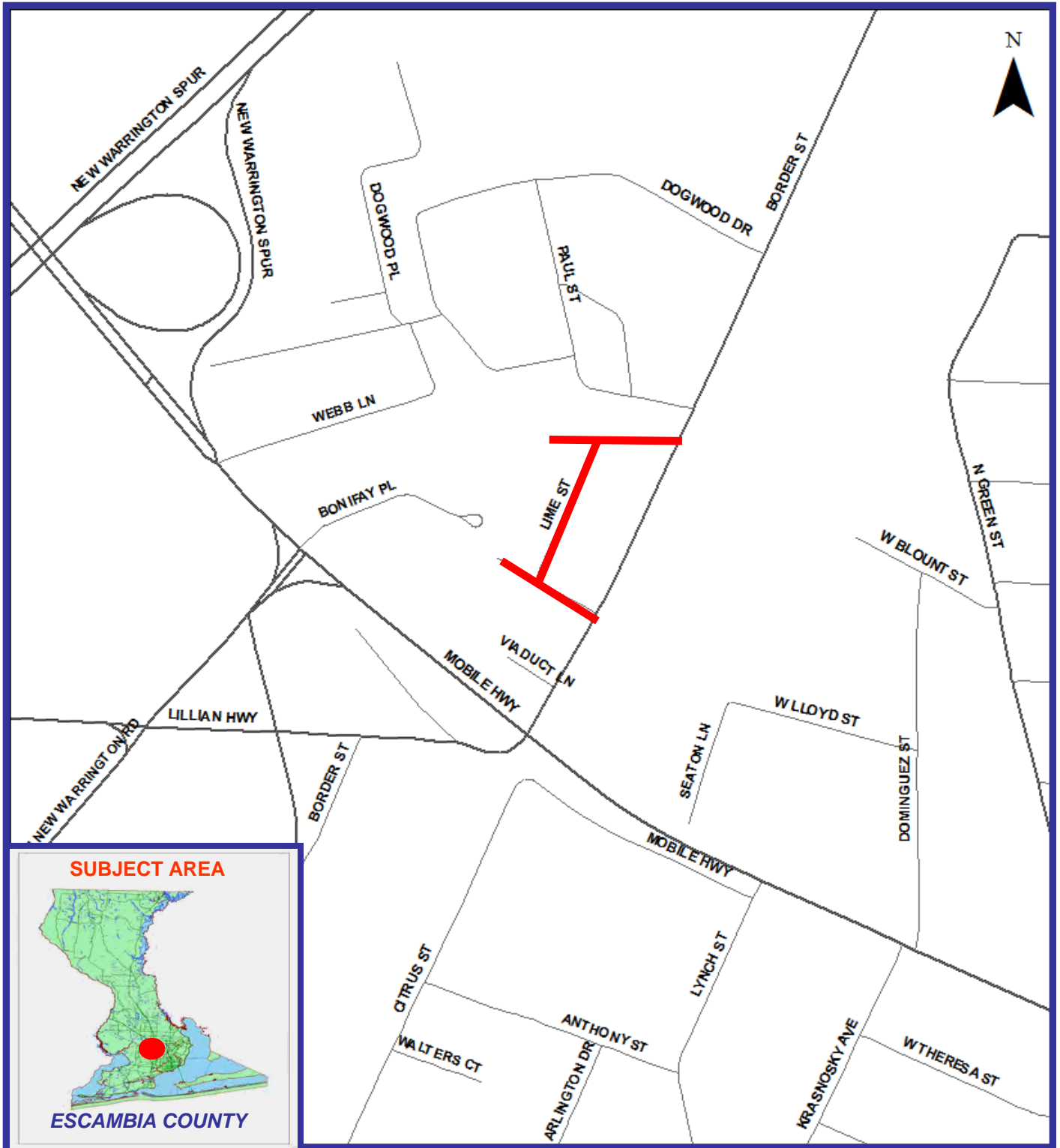
ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court
By: _____
Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.
By: *Austin Hual*
Title: ACA
Date: 7/14/11

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH

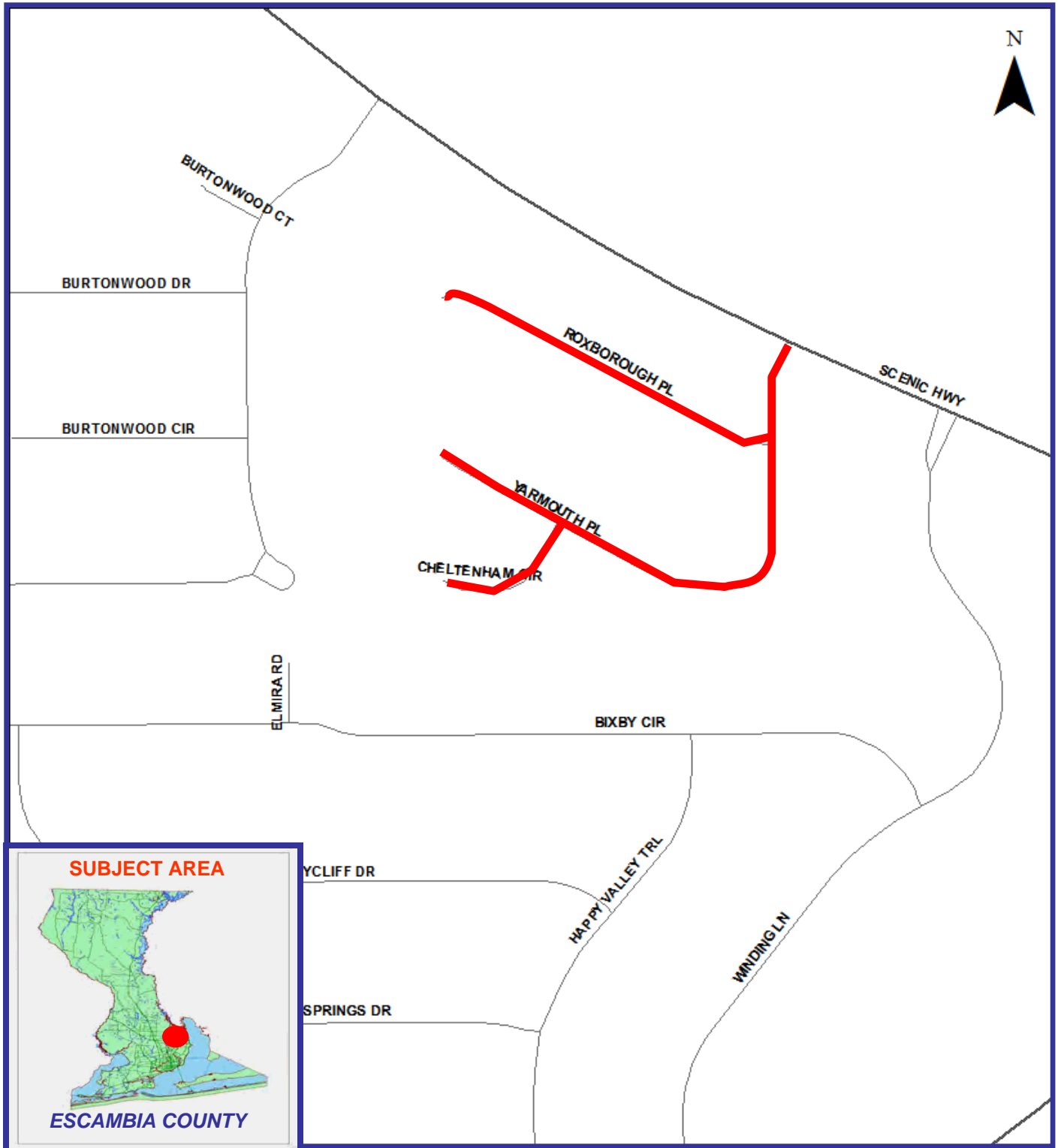
LIME STREET BORDER ST – BORDER ST



LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH

YARMOUTH PLACE
ROXBOROUGH PLACE
CHELTENHAM PLACE



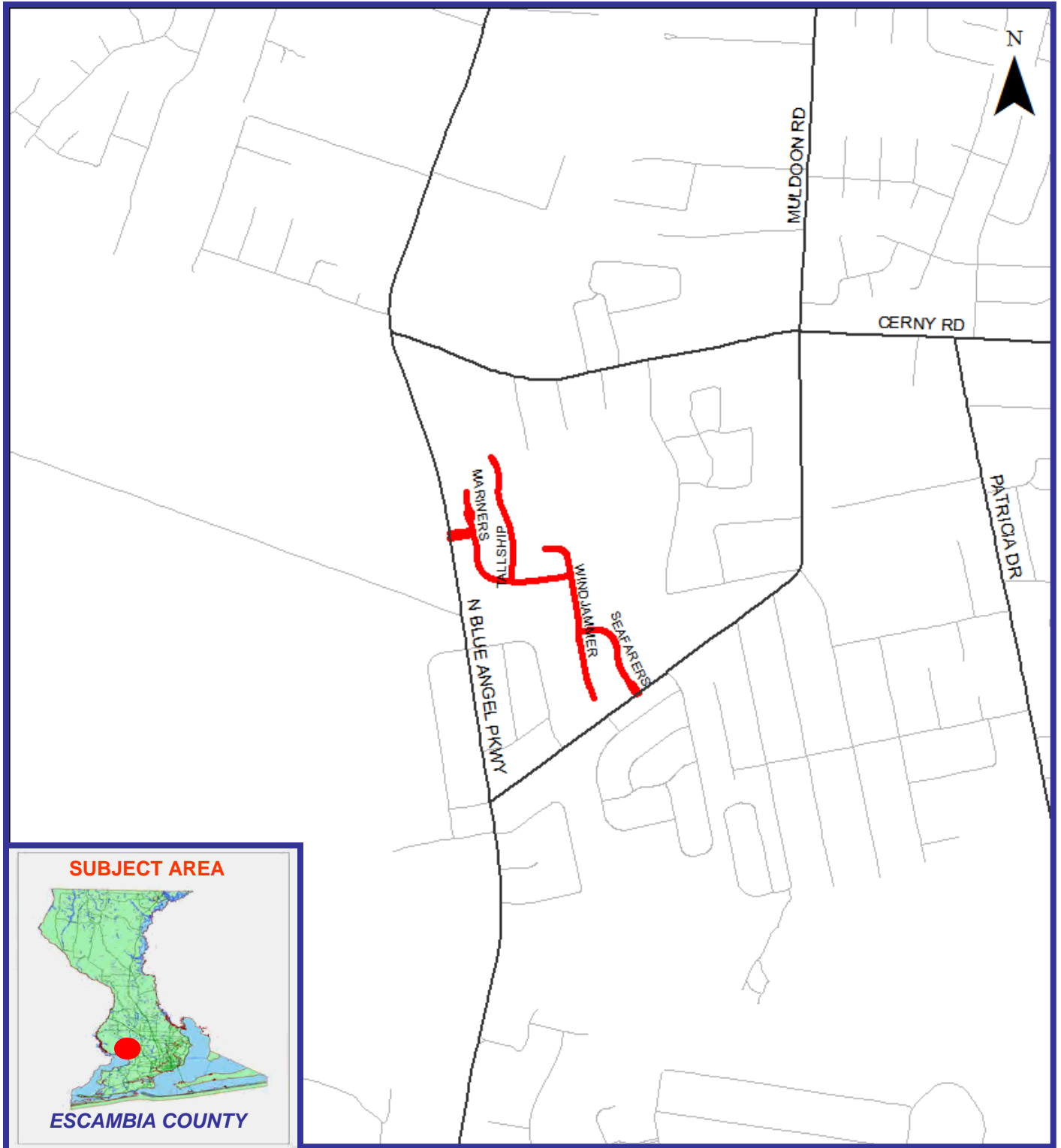
LOCATION MAP

SPEED LIMIT REDUCTION FROM 30MPH TO 25MPH

MARINER OAKS SUBDIVISION

MARINERS WAY
MARINERS DRIVE
MARINERS COURT

WINDJAMMER COURT
SEAFARERS WAY
TALLSHIP LANE



SUBJECT AREA



ESCAMBIA COUNTY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1216

County Administrator's Report Item #: 11. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Approve Payment of Prior Year Invoice via Voucher to Frank Patti Jr., LLC

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Payment of Prior Year Invoice via Voucher to Frank Patti, Jr., LLC - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve payment by voucher to Frank Patti Jr., LLC, in the amount of \$1,800, to pay unpaid invoice #1, dated 6/20/2008, for derelict boat salvage work that was completed during Fiscal Year 2007/2008.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees, Object Code 53401]

BACKGROUND:

In June of 2011, Frank Patti Jr., LLC, dba Patti's Boat Storage, contacted the Community & Environment Department, Marine Resources Division, indicating that an invoice was outstanding for work completed in June of 2008. Upon research by Marine Resources, the Community & Environment Department and the Clerk's Office, it was determined that the derelict boat salvage work was indeed completed by Patti's Boat Storage, but the invoice had not been paid. Because this invoice crossed fiscal years and will be paid in the current fiscal year, Board approval is required to process the payment.

BUDGETARY IMPACT:

Funds are available in Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

After Board approval, Community & Environment Department will submit a voucher to the Clerk's office for processing.

Attachments

Patti Invoice

Patti's Boat Storage
300 S. Pinewood Lane
Pensacola, FL 32507

Invoice No.

1

INVOICE

Customer

Name Board of County Commissioners
Address 220 Palafox Place
City Pensacola State FL ZIP 32502
Phone 850-595-4576

Misc

Date 6/20/2008
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
30	Salvage of Derelict boat	\$ 50.00	\$ 1,500.00
1	Haul-Out	\$ 300.00	\$ 300.00

SubTotal	\$ 1,800.00
Shipping	
TOTAL	\$ 1,800.00

Payment

Comments
Name
CC #
Expires

Tax Rate(s)

Office Use Only

Payment Due Upon Receipt



Patti's Boat Storage

BAYOU CHICO • PENSACOLA, FLORIDA

300 S Pinewood Lane, 32507
(850) 453-5969

Bill To

Escambia County Marine Resources Division
3363 W. Park Place
Pensacola, FL 32505

Invoice #	9146
Statement Date	6/6/2011
Due Date	6/6/2011

Services Performed on

Account Number	Vessel Length	Vessel Make & Type	Footage Rate	Term of Lease	
				06/20/2008	
Length of vessel / # of Days	Description		Rate	Total Amount	
30	Salvage Operations Original Invoice created 06/20/2008		50.00	1,500.00	
	Haul-out / Launch Service Original Invoice created 06/20/2008		300.00	300.00	
	Florida Sales Tax		7.50%	0.00	
abandoned boat in Bayou Chico			Total Amount Due	\$1,800.00	



If you would like to pay using your credit card, please fill in the following information

Credit Card Number _____

Expiration date ___ / ___

Signature _____

Amount to Pay \$ _____

**** LATE PAYMENT WARNING ****
If we do not receive your payment by the 15th of each month, a late payment fee of \$25 will be imposed as per lease agreement.

www.pattisboatstorage.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1219

County Administrator's Report Item #: 11. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Memorandum of Understanding between Escambia County and Escambia County Sheriff's Office

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Memorandum of Understanding between Escambia County and the Escambia County Sheriff's Office - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Memorandum of Understanding by and between Escambia County and the Escambia County Sheriff's Office (ECSO) to transfer the management and operation of the firing range to the ECSO for the purpose of operating a firearms training range for law enforcement and correctional officers.

A. Approve the Memorandum of Understanding; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The County and the Escambia County Sheriff's Office believe it is in the best interest of the citizens of Escambia County to transfer the management and operation of the firing range to the ECSO for the purpose of operating a firearms training range for law enforcement and correctional officers, and the Sheriff is amenable to assuming this responsibility.

The Sheriff shall accept responsibility and liability for any and all occurrences stemming out of the operation of the Property beginning on the commencement date.

The County shall, to the extent permitted by law, indemnify the Sheriff and shall remain solely responsible for all litigation, losses, and costs that are related to the Property, resulting or arising from claims or litigation asserted, to be asserted, or pending against the County as a result of actions occurring prior to the commencement date, or arising from or related to any environmental violation of the range, regardless of when it is alleged that the environmental violation occurred.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by Kristen Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Firing Range MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN ESCAMBIA COUNTY AND
THE ESCAMBIA COUNTY SHERIFF'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "agreement") is made and entered this ____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida ("County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and the Escambia County Sheriff's Office ("ECSO"), with administrative offices located at 1700 West Leonard Street, Pensacola, Florida 32501 (each at times being referred to as ("Party") or (Parties)).

WITNESSETH:

WHEREAS, County owns and operates a firearms training range on the property more fully described herein; and

WHEREAS, the County and the ECSO believe it is in the best interest of the citizens of Escambia County to transfer the management and operation of the firing range to the ECSO for the purpose of operating a firearms training range for law enforcement and correctional officers, and the Sheriff is amenable to assuming this responsibility.

WHEREAS, the County and the ECSO hereby mutually agree to enter into this Memorandum of Understanding to establish their mutual rights and obligations regarding the transfer of this firearms training range from the Escambia County Board of County Commissioners to the Escambia County Sheriff's Office:

NOW THEREFORE, IN CONSIDERATION of the mutual conditions and covenants provided herein and other good and valuable consideration, the Parties agree as follow:

1. **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated herein by reference.
2. **Purpose.** The purpose of this agreement is to provide the basis upon which the County and the Sheriff agree to coordinate the orderly transfer of responsibility for the firearms training range facility as defined herein from the County to the Sheriff, and to further delineate the respective responsibilities of the parties.
3. **Property.** Pursuant to the terms and conditions set forth in this agreement, the County does hereby transfer unto ECSO responsibility for the operation and management of the firearms training range facility ("Range") located on a portion of the Perdido Landfill site, in Escambia County, Florida, more particularly described in Exhibit A, attached hereto and incorporated herein.

4. Term. This agreement shall commence upon the date last executed by the Parties herein and continue unless terminated as provided herein.

5. Use of Premises. ECSO shall maintain exclusive control over the premises and use the property solely for the operation of a firearms training range and for no other purpose.

6. Construction of Improvements or modifications. ECSO shall have the right to construct improvements and make such other modifications on the property at its sole expense. ECSO shall make no modifications upon the property without securing prior written consent from the County. ECSO shall be responsible for obtaining all development reviews, approvals, and permits necessary for any construction or improvements. Title to any permanent improvements constructed on the property by ECSO shall vest with the County upon termination of this agreement.

7. Maintenance. During the term of this agreement, the County shall retain responsibility for facility maintenance of the Range and all structures located on the premises.

8. Utilities. During the term of this agreement, the County shall retain responsibility for all utility service charges for the Range.

9. User Fees. The Sheriff shall charge and collect a user fee for the use of the Range by all agencies other than the Sheriff and the County. The Sheriff shall apply the proceeds of such user fees to pay the Sheriff's expenses for operation of the range, and shall, on an annual basis, remit any surplus to the County. The County shall retain the right to use the Range without payment of any fee. Such use shall be scheduled with the Sheriff.

10. Inspection. ECSO shall regularly inspect the premises and any improvements and promptly correct and notify the County of any situation that would reasonably be perceived to present a danger or hazard to persons or to the premises.

11. Surrender. Upon termination of this agreement, ECSO shall within thirty (30) days remove any personal effects and surrender the premises in good repair and condition except for reasonable wear and tear arising from ordinary use. Any personal property that is not removed within thirty (30) calendar days shall become the property of the County.

12. Indemnification.

ECSO. The Sheriff shall accept responsibility and liability for any and all occurrences stemming out of the operation of the Property beginning on the commencement date. The Sheriff shall, to the extent permitted by law, indemnify and save Escambia County, the Escambia County Board of County Commissioners and its officers, agents and employees, harmless against any and all claims arising on or after

the commencement date from the conduct, management, or performance of this agreement, including, without limitation, any and all claims arising from the Sheriff's operation of the range, or arising from any act of negligence related to operation of the range by the Sheriff, or any of his agents, subcontractors, servants, employees or licensees, arising from any accident, injury, or damage whatsoever caused by any person, firm or corporation, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in any action or proceeding be brought against the County by reason of such claim, Sheriff, upon notice from the County, shall defend against such action or proceeding; provided, however, that that the foregoing provision shall not apply to any claim arising from or related to any environmental violation of the range, regardless of when it is alleged that the violation occurred, and further provided that such agreement to hold the County harmless, defend, and indemnify the County shall not extend to acts or omissions by the County and/or the Escambia County Board of County Commissioners and/or its officers, agents and employees.

County. The County shall, to the extent permitted by law, indemnify the Sheriff and shall remain solely responsible for all litigation, losses, and costs that are related to the Property, resulting or arising from claims or litigation asserted, to be asserted, or pending against the County as a result of actions occurring prior to the commencement date, or arising from or related to any environmental violation of the range, regardless of when it is alleged that the environmental violation occurred. The County shall hold the Sheriff, and his officers, agents and employees, harmless against any and all claims arising from or related to any environmental violation related to the range, regardless of when it is alleged that the environmental violation occurred, and any and all claims, arising prior to the commencement date of this agreement arising from the conduct, management, or performance of the range, including, without limitation acts or negligence or environmental violations by the County, or any of his agents, subcontractors, servants, employees or licensees, arising from any accident, injury, or damage whatsoever caused by any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon. There shall be no time limitation on, nor any apportionment of liability for, County's responsibility for environmental violations on the Range. The County, upon notice from the Sheriff, shall defend against any such action or proceeding. The Sheriff agrees to cooperate with the County in the defense of any such action or claim.

13. Defenses. Neither the County nor the Sheriff shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising from or made in connection with the operation of the Range. The County and the Sheriff shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses the Sheriff or County may have regarding litigation, losses, and costs resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

14. Insurance.

ECSO is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing insurance. The County shall be named as an additional insured under ECSO's self-insurance fund as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by ECSO, its officials, employees, authorized agents, and authorized representatives with regard to this agreement and provides liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to ECSO.

ECSO agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by this agreement. All insurance coverage of ECSO must be primary to any insurance or self-insurance carried by the County.

15. Environmental Contamination. ECSO shall operate the Range on the Property in accordance with *Best Management Practices for Lead at Outdoor Shooting Ranges* as published by the United States Environmental Protection Agency, which is incorporated into this agreement by reference.

16. Termination. Either party may terminate this agreement for cause or convenience by providing 180 days written notice to the other party.

17. Notices. Notices to the County and ECSO under this agreement will be addressed to, mailed, or delivered to the following:

COUNTY:

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

ECSO:

David Morgan, Sheriff
Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, Florida 32501

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

18. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with ECSO's use of the Property.

19. Compliance with Laws. ECSO agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its use.

20. Relationship of Parties. Nothing in this agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer/employee, or principal/agent or, to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of the Sheriff or any other party in the performance of this agreement.

21. Entire Agreement. This agreement contains the entire agreement between the parties and, except as provided in this agreement, supersedes all prior oral and written agreements between them regarding the Property. This agreement may be modified only by an amendment in writing, dated and signed by the County and ECSO after the date of this agreement.

22. Assignment. This agreement shall not be transferred or assigned without the prior written consent of the other party thereto.

23. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

24. Miscellaneous. The captions, headings and paragraph titles in this agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this agreement. If any provision of this agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this agreement shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the agreement.

IN WITNESS WHEREOF, the County and ECSO have caused this agreement to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Justin Hual*

Title: AGH

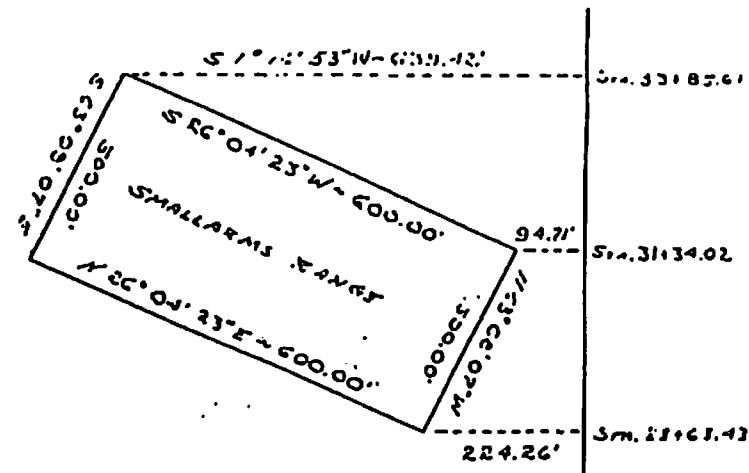
Date: 8/10/11

ESCAMBIA COUNTY SHERIFF'S
OFFICE



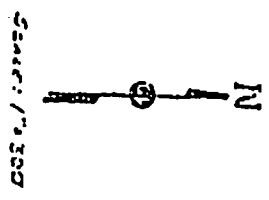
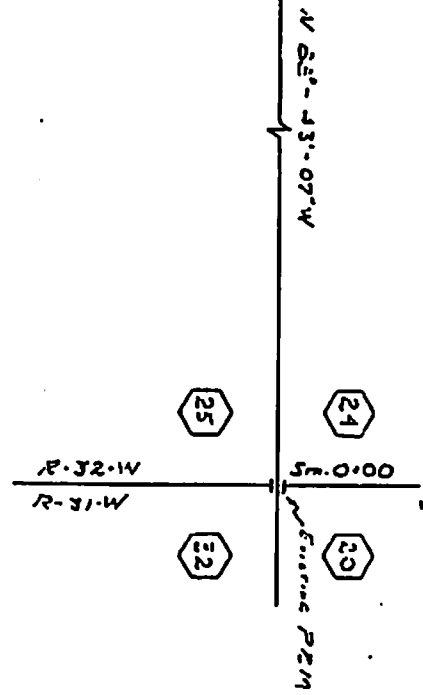
David Morgan, Sheriff

NOTE: Base Bearing Established from DOT E of U.S.M. 7-10 (N 70° 11' 55" W)



LEGAL DESCRIPTION

COMMENCING at the Northeast corner of Section 25, Township 1 North, Range 32 West, Escambia County, Florida; thence run N 88° 43' 07" W along the North line of said Section 25 for 2,863.43 feet; thence run S 1° 16' 53" W for 224.26 feet for the POINT OF BEGINNING; thence run S 63° 08' 07" W for 300.00 feet; thence run S 26° 04' 23" W for 600.00 feet; thence run S 63° 08' 07" E for 300.00 feet; thence run N 26° 04' 23" E for 600.00 feet to the point of beginning. All lying and being in Section 25, Township 1 North, Range 32 West, Escambia County, Florida and containing 4.132 acres more or less.



ESCAMBIA COUNTY, FLORIDA ENGINEERING DIVISION		SMALLARMS LARGES	
DRAWN BY: Savin	SCALE: 1" = 300'	SEC. 25, T-1-N, R-32-W	SHEET 1 OF ONE
DATE: 26 May 07	PLO. DR. H-207 PG. 4		



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1245

County Administrator's Report Item #: 11. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Special Service Arrangement Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Escambia County Board of County Commissioners

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Special Service Arrangement Agreement between BellSouth Telecommunications, Inc., d/b/a AT&T Florida and Escambia County Board of County Commissioners – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Special Service Arrangement Agreement between BellSouth Telecommunications, Inc., d/b/a, AT&T Florida (AT&T) and Escambia County Board of County Commissioners, effective October 1, 2011 [Funding Source: Fund 145, E911 Operations Fund; Cost Center, 330404, E-911 Communications \$177,543/330414, 911 Nortel PBX Upgrade Grant, \$260,663]:

- A. Approve the Special Services Arrangement Agreement for upgrade of the 911 Nortel PBXs and maintenance of the County's E-911 system equipment and software, including virus protection, at three Public Safety Answering Points (PSAP), at a cost of \$418,106.32, for Fiscal Year 2011/2012;
- B. Authorize the Chairman to sign the Agreement and any subsequent related documents, pending legal review and approval, without further action of the Board; and
- C. Authorize issuance of Purchase Order(s) to AT&T for this purpose.

BACKGROUND:

The Agreement with AT&T is for the upgrade of the Nortel PBXs at the County's three PSAPs and maintenance of the E-911 equipment, with funding for the PSAPs located at the Escambia County Communications Center (ECC) and Escambia County Sheriff's Office (SO) to be provided by a grant awarded Escambia County by the Florida 911 Board. The upgrade of the PBXs and equipment maintenance/software at the third PSAP, located at the Pensacola Police Department, will be funded by the E-911 Operations Fund. The Agreement also includes installation of virus protection and certification at all three PSAPs.

The current contract for maintenance of the County's E-911 system equipment and software ends September 30, 2011.

BUDGETARY IMPACT:

Grant funding for the Agreement is currently available in 145/330414, 911 Nortel PBX Upgrade Grant (\$260,663). The balance will be available October 1, 2011, in 145/404, E911 Operations Fund; Cost Center, (\$177,543).

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual reviewed and suggested language changes which were incorporated to the Agreement. The final document will receive County Attorney approval as to form and sufficiency prior to being signed by the Board Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners requires approval of all agreements where such purchase or award exceeds the mandatory bid amount of \$50,000.

IMPLEMENTATION/COORDINATION:

Michael Moring, Escambia County Communications Division Chief, will be responsible to monitor and implement the provisions of the Agreement.

Attachments

AT&T Special Service Arrangement Agreement for E911



Special Service Arrangement Agreement

Case Number FL11-2683-02

This Special Service Arrangement (SSA) Agreement (“Agreement”) is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida, (“Company”) and Escambia County Board of County Commissioners (“Customer”), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement (“Service”). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.



Special Service Arrangement Agreement

Case Number FL11-2683-02

Company

BellSouth Telecommunications, Inc. d/b/a AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Escambia County Board of County Commissioners
6575 North "W" Street
Pensacola, FL 32505-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. To the extent permitted by law, Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - a) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse



Special Service Arrangement Agreement

Case Number FL11-2683-02

engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.

- c) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.

17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.

- a) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- b) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- c) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

18. Maintenance.

- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

19. Remedies and Damages Limitations.

- a) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) **ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL**



Special Service Arrangement Agreement

Case Number FL11-2683-02

BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §218.70, et seq., Florida Statutes, as amended., as follows: Payment shall be made by Customer within 45 days of the date of receipt by Customer's Accounts Payable Section (as evidenced by the Customer's Date Stamp) of a proper invoice. All payments not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
 - a) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
 - b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other



Special Service Arrangement Agreement

Case Number FL11-2683-02

than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. **This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company.** This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.
27. **Public Records.** The Company acknowledges that this Agreement and related documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Company fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after giving the Company, seven (7) days written notice, during which period the Company still fails to allow access to such documents, terminate the Agreement.



Special Service Arrangement Agreement

Case Number FL11-2683-02
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/18/2011.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of PlantCML (Cassidian) E911 Public Safety Answering Position (PSAP) equipment and software.

The service period for this Agreement is twelve (12) months.

The service interval will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Board of County Commissioners
Escambia County, Florida

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved:_____

Date: _____

Company:
BellSouth Telecommunications, Inc. d/b/a AT&T Florida

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Special Service Arrangement Agreement

Case Number FL11-2683-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Cassidian CPE Support -ECC PSAP	\$.00	\$6,077.50	
2	Cassidian CPE Support-SO PSAP	\$.00	\$8,282.17	
3	Cassidian CPE Support-PPD PSAP	\$.00	\$5,251.46	
4	Virus Protection & Certification-ECC PSAP	\$23,954.70	\$.00	
5	Virus Protection & Certification-SO PSAP	\$23,588.70	\$.00	
6	Virus Protection & Certification-PPD PSAP	\$18,647.70	\$.00	
7	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-ECC PSAP	\$.00	\$35.16	
8	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-SO PSAP	\$.00	\$35.16	



Special Service Arrangement Agreement

Case Number FL11-2683-02
Option 1 of 1

RATES AND CHARGES

9	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-PPD PSAP	\$.00	\$35.16
10	Ethernet Switches- ECC PSAP	\$4,190.50	\$.00
11	Ethernet Switches- SO PSAP	\$4,024.39	\$.00
12	Ethernet Switches - PPD PSAP	\$4,024.39	\$.00
13	Maintenance for Avaya PBXs- ECC PSAP	\$.00	\$90.06
14	Maintenance for Avaya PBXs- SO PSAP	\$.00	\$243.97
15	Maintenance for Avaya PBXs- PPD PSAP	\$.00	\$243.97
16	Upgrade Avaya PBXs- ECC PSAP	\$14,320.18	\$.00



Special Service Arrangement Agreement

Case Number FL11-2683-02
Option 1 of 1

RATES AND CHARGES

17	Upgrade Avaya PBXs- SO PSAP	\$40,960.22	\$.00
18	Upgrade Avaya PBXs- PPD PSAP	\$40,960.22	\$.00



Special Service Arrangement Agreement

Case Number FL11-2683-02
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to rate elements set forth in this Agreement upon acceptance of the Agreement. The addition of any rate elements after the initial installation will require a new agreement.

2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.

3. This Agreement does not cover the following:

damages caused by disasters such as fire, flood, wind, earthquake, or lightning.

damages caused by unauthorized disconnects or de-powering of the equipment.

damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.

damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.

damage during shipment other than original shipment to the Customer.

damage caused by consumables or spilled liquids, impact with other objects.

damage caused by any other abuse, misuse, mishandling, misapplication.

damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

In addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.

5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.

6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1228

County Administrator's Report Item #: 11. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Change Order #001 to the Communications System Agreement between Motorola Solutions, Inc. (fka Motorola, Inc.) and Escambia County, FL

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #001 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign Change Order #001 to the Communications System Agreement between Motorola Solutions, Inc., (fka Motorola, Inc.) and Escambia County, Florida, which adds equipment needed to include Santa Rosa Island Authority (SRIA) in the emergency communication system upgrade, pursuant to action taken by the Board in its meeting held July 21, 2011.

[Funding Source: Fund 352, LOST III]

BACKGROUND:

On October 7, 2010, the Board approved the *Communications System Agreement* between Motorola, Inc. and Escambia County, Florida, in the amount of \$12,500,000. On July 21, 2011, the Board approved increasing the total project budget for the emergency communications system upgrade to \$12,708,714, to include the SRIA's portion of the system. Motorola's Change Order #001 will amend the October 7, 2010, Agreement to include the necessary equipment for SRIA.

BUDGETARY IMPACT:

Funding for this change order was approved in the Board meeting held July 21, 2011.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved Changer Order #001 as to form and sufficiency on August 4, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners requires approval of all agreements where such purchase or award exceeds the mandatory bid amount of \$50,000.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Comms System Agreement CO #001



Change Order #:	001
Date:	July 21, 2011
Project Name:	Escambia County P25 UHF Conventional System
Customer Name:	Escambia County, Fl
Customer Project Manager:	Mike Moring
Motorola Project Manager:	Earl Dittburner
Motorola Account Manager:	Richard Shelby

1. The purpose of this Change Order:

System Design: This Change Order provides for the mutually agreed modifications to the system design listed below:

Motorola Contract No.	10-29061/JHJ	Contract Date:	October 07, 2010
------------------------------	---------------------	-----------------------	-------------------------

In accordance with the terms and conditions of the Contract identified above between **Motorola Solutions, Inc.** f/k/a Motorola, Inc. and **Escambia County, Florida** the changes described herein are approved:

2. Contract Price Adjustments

Original Contract Price:	\$ 12,500,000.00
Amounts of Previous Change Orders	\$ 00.00
This Change Order 001:	\$ 208,714.00
New Contract Price :	\$ 12,708,714.00

3. Completion Date Adjustments

Original Completion Date:	December 31, 2011
Current Completion Date prior to this Modification:	December 31, 2011
New Completion Date as of Change Order 001	December 31, 2011

4. Changes in Equipment:

Change Order 001 Equipment List is attached as Exhibit "A."

5. Changes in Services:

Change Order 001 System Description is attached as Exhibit "B".
Change Order 001 Scope of Work is attached as Exhibit "C".

6. Schedule Changes: No changes to the scheduled completion date.

7. Pricing Changes: The changes described herein result in a net change of Two Hundred Eight Thousand Seven Hundred fourteen Dollars (\$208,714.00) to the Contract Price.

8. Customer Responsibilities: No change.

9. Payment Schedule:

Customer will make payments to Motorola within forty-five (45) days of each invoice date.

The change order value will be billed as follows:

1. 60% of Change Order value billable upon shipment of equipment
2. 30% of Change Order value billable upon installation of equipment
3. 10% of Change Order value billable upon acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of that equipment. In addition, Motorola reserves the right to bill for installations on a site by site basis when applicable.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF, the parties have executed this Change Order, which is effective as of the last date signed below.

Motorola Solutions, Inc.

By: Marshall Wright

Name: MARSHALL WRIGHT

Title: VP VICE PRESIDENT AND DIRECTOR

Date: 7-25-11

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 8/4/11

Escambia County, Florida
Change Order 001

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

By: _____

Name: Kevin W. White, Chairman

~~XXXX~~ ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

PROJECT MANAGER APPROVAL: The work described herein has / has not been completed.

Exhibit A

Pricing Summary

Pricing

Description	Price (\$)
System Total	
Equipment Total, including: <ul style="list-style-type: none"> - Infrastructure - Subscribers & Accessories - Site Equipment - Cabling <i>(see section 5.2 for detailed listing of subscriber equipment)</i>	183,623
Implementation/Install, including: <ul style="list-style-type: none"> - System Integration - Installation & Programming - 7x24 12-Month Infrastructure Warranty - Engineering Design and Implementation - Field Technical Response Team - Project Management - Frequency Acquisition - Freight 	59,580
Subtotal	243,203
<i>Equipment Discount Based on State of Alabama Contract Discount #4010274 and Houston/Galveston, TX (HGAC) Contract Discount #4005409</i>	34,489
Grand Total for System	208,714

Subscriber Equipment

Portables

Quantity	Model/Features	Price (\$)	Extended Price (\$)	Alabama State Contract Price (\$)	Discount
38	XTS 2500 Portable (1.5 Model)	950	36,100	27,075	25%
38	P25 Conventional Software	660	25,080	18,810	25%
6	Desktop Charger	165	990	743	25%
38	Intrinsically Safe (IS) (FM)	47	1,786	1,340	25%
38	Immersible – Requires (IS) above	150	5,700	4,275	25%

Quantity	Model/Features	Price (\$)	Extended Price (\$)	Alabama State Contract Price (\$)	Discount
38	3 "Total Year" Comprehensive Warranty. Repair & Physical Damage Coverage	228	8,664	8,664	0%
Total Portables					60,907

Mobiles

Quantity	Model/Features	Price (\$)	Extended Price (\$)	Price (\$) w/Alabama State Contract Discount (25%)
5	XTL 1500 Mobiles (10 to 45 Watt)	1,600	8,000	6,000
5	P25 Conventional Software	130	650	488
5	3.5 dB Gain Mobile Antenna	50	250	188
5	3 "Total Year" Extended Warranty (No Discount)	121	605	605
5	7.5-Watt External Speaker	60	300	225
Total				7,506

Control/Base Stations

Quantity	Model/Features	Price (\$)	Extended Price (\$)	Price (\$) w/Alabama State Contract Discount (25%)
3	XTL 1500 Control/Base Station	1,600	4,800	3,600
3	P25 Conventional Software	130	390	293
3	Control Station Power Supply	269	807	605
3	Control Station Mount	48	144	108
3	Control Station Desk Microphone	169	507	380
3	3 "Total Year" Extended Warranty	121	363	363
3	Antenna & Transmission Line	Included in Install		Included in Install
Total				5,349

Portable Accessories

Quantity	Description	Price (\$)	Extended Price (\$)	Alabama State Contract Price (\$)	Discount
6	6 Unit "Bank" Chargers	833	4,992	3,546	29%
5	Standard Lapel Mics.	90	450	320	29%
Total Cost for Accessories				3,866	

Exhibit B

System Description

Overview

Escambia County has several different radio systems for their public safety communications. These systems are disparate in coverage and frequency, making interoperability a challenge, and are combining into a new P25 UHF System.

The intent of this new system proposal is for the Santa Rosa Island Authority (SRIA) to upgrade their existing communications to P25, while maintaining interoperability with the Escambia County EMS, Fire and Sheriff's Office.

The new SRIA repeaters will be installed at the Gulf Breeze Water Tower Site, in the new 10 ft x 12 ft Motorola Standard Building (MSB) being installed for the County's new P25 infrastructure. This building will contain UPS and Generator power. A PTP600 4.9GHz microwave hop will provide connectivity into the P25 Core system. The SRIA implementation will not require console connection, but will be integrated into the network fault management to monitor failures.

Tower site is:

Site Name	Latitude	Longitude
Gulf Breeze	30 21 35.9 N	87 10 56.1 W

Project 25

The latest digital and IP-capable RF equipment—the GTR 8000 base radio will be used. G-series site equipment products provide feature-rich capability for ASTRO 25 mission critical radio systems. The GTR 8000 base radio is Motorola's Next Generation platform, in which Motorola has incorporated benefits such as:

- ◆ Software-definable station allows for flexibility in implementation for multi-site configuration, simulcast configuration, or HPD configuration.
- ◆ A common hardware platform requires fewer Field Replaceable Units (FRU).
- ◆ Innovative design allows for upgrades within systems via hardware and/or software to avoid total infrastructure replacement.
- ◆ Upgradeable to TDMA operation.
- ◆ Modular, front access design.
- ◆ Improved diagnostics and monitoring.
- ◆ Faster installation and smaller footprint.



Figure 0-1: GTR 8000 base radio

The standard conventional P25 features include:

- ◆ Push-To-Talk ID.
- ◆ Emergency Alarm/Call.
- ◆ Enter ID.
- ◆ Radio Check.
- ◆ Status Request.
- ◆ Selective Radio Inhibit.
- ◆ Individual Voice Alert.

Detailed Site Descriptions

The following is a description of activity required at each site. Motorola will make field adjustments as may be required to any of the stated transmission line lengths herein.

Gulf Breeze Site

This site is on a City of Gulf Breeze Water Tower. Equipment and tasks follow.

Install new GTR8000 Repeaters:

- ◆ SRIA CHAN 1.
- ◆ SRIA CHAN 2.

Install new antenna system with:

- ◆ **New 1 ¼-inch Trilogy line (up to 265-feet).**
- ◆ **New Directional Transmit Antenna.**
- ◆ **New 2-channel Combiner.**
- ◆ **Receive Pre-selector**
- ◆ **Use two (2) ports on existing Receiver Multicoupler**

Existing 10-foot x 12-foot MSB building w/ UPS and Natural Gas Generator.



Exhibit C

Statement of Work

Contract

Contract Award (Milestone)

- ◆ Escambia County and Motorola execute the Change Order and both parties receive the necessary documentation.

Contract Administration

- ◆ Motorola internal processes are set up for Change Order management.
- ◆ Both Motorola and Escambia County assign required resources.
- ◆ Kickoff meeting for Change Order to add SRIA is scheduled.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Review the overall project scope and objectives.
- ◆ Review the resource and scheduling requirements.
- ◆ Provide updated project schedule.
- ◆ Kickoff meeting completed.
- ◆ Meeting notes identify the next action items.

Order Processing

Process Equipment List

- ◆ Create equipment order.
- ◆ Procure third-party equipment if applicable.
- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.

Manufacture Equipment

Motorola Responsibilities:

- ◆ Manufacture equipment necessary for the system based on equipment order.
- ◆ Procure non-Motorola (from third-party equipment suppliers) equipment necessary for the system based on equipment order.
- ◆ Equipment shipped to the field.

Ship Acceptance (Milestone)

- ◆ Equipment shipped to the field.



System Installation

Install Equipment

Motorola Responsibilities:

- ◆ Receive and inventory equipment.
- ◆ Install equipment as specified by the Equipment List and System Description.
 - Add two [2] repeaters to the Gulf Breeze Water Tower Site to facilitate interoperability with Santa Rosa Island Authority (SRIA).
- ◆ Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.

Customer Responsibilities:

- ◆ Provide access to the sites, as necessary.

Completion Criteria:

- ◆ Equipment installation completed and ready for optimization.

System Installation Acceptance (Milestone)

- ◆ Equipment installation completed and accepted by Escambia County.

System Optimization

Optimize FNE

Motorola Responsibilities:

- ◆ Verify that equipment is operating properly and that electrical and signal levels are set accurately.
- ◆ Verify that audio and data levels are at factory settings.
- ◆ Check forward and reflected power for radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Verify communication interfaces between devices for proper operation.

Customer Responsibilities:

- ◆ Provide access/escort to the sites.

Completion Criteria:

- ◆ FNE optimization is complete.

Optimization Complete

- ◆ Optimization is completed. Motorola and the County agree that the equipment is ready for acceptance testing.



Audit and Acceptance Testing

Perform R56 Audit

Motorola Responsibilities:

- ◆ Perform R56 site-installation quality audit, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Customer Responsibilities:

- ◆ Provide access/escort to the site.
- ◆ Witness tests, if desired.

Completion Criteria:

- ◆ R56 audit completed successfully.

Perform Testing

Motorola Responsibilities:

- ◆ Verify the operational functionality and features of the equipment supplied by Motorola, as contracted.
- ◆ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ◆ Document any issues that arise during the acceptance tests.
- ◆ Document the results of the acceptance tests and present to the County for review.
- ◆ Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- ◆ Witness testing.

Completion Criteria:

- ◆ Successful completion and customer approval of testing.

System Acceptance Test Procedures (Milestone)

- ◆ Escambia County approves the completion of required tests.

Subscriber Installation

Control Station Installation

Motorola Responsibilities:

- ◆ Program control stations once, from the template (approved by the Customer) prior to delivery.



MOTOROLA

- ◆ Perform the following tasks for the local control stations installations:
 - Assist the Customer to determine the locations of control stations.
 - Install control stations identified in the equipment list.
 - Provide and install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).
 - Connect to the Customer-supplied ground point.
- ◆ Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- ◆ Protect the cabling by providing and installing a bulkhead lightning surge protector.

Customer Responsibilities:

- ◆ Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- ◆ Provide ground point within 6 cable feet of the control station.
- ◆ Provide necessary space for installation of the local control station. (This requires a flat surface for placement.)
- ◆ Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- ◆ Provide an elevated antenna mounting location.
- ◆ Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the control station. Provide an outlet within 6 feet of the unit.
- ◆ Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- ◆ Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria:

- ◆ Completion of control station installations, and approval by the County.

Program and Install Mobiles

Motorola Responsibilities:

- ◆ Program the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates, client software, and fleetmap.
- ◆ Install the mobiles, as identified in the equipment list, in the vehicles and according to the installation schedule.
- ◆ The following guidelines are followed during installation:
 - A “one-time only” programming charge is included in the Change Order price.
 - If removal of additional existing radios is required, or a separate trip to remove these radios is necessary, such work will require updating the contract documents accordingly.



Customer Responsibilities:

- ◆ Test and verify each feature selected.
- ◆ Approve successful testing of each feature by initialing each test shown on the test script.
- ◆ Provide adequate number of vehicles for installations, according to the project/installation schedule.

Completion Criteria:

- ◆ Mobiles are programmed and installed successfully and approved by the County.

Program and Distribute Portables

Motorola Responsibilities:

- ◆ Program portables, as identified in the equipment list, based upon the Customer-approved programming templates, client software, and fleetmap. A “one-time only” programming is included in the Change Order pricing.
- ◆ Deliver units to authorized Customer personnel and inventory upon receipt.

Customer Responsibilities:

- ◆ Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of portables and accessories and proper operation of a sampling of portables.
- ◆ Distribute the portables to end users.

Completion Criteria:

- ◆ Portables are successfully programmed and approved by the County.

Subscribers Complete

- ◆ Subscribers are programmed and/or distributed/installed successfully, and approved by the County.

Finalize

Final Acceptance (Milestone)

- ◆ Deliverables completed, as contractually required.
- ◆ Final System Acceptance received from the Customer.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1225

County Administrator's Report Item #: 11. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: State Aid to Libraries Grant Agreement for FY 2011-2012

From: Marilyn D. Wesley, Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Aid to Libraries Grant Agreement for Fiscal Year 2011-2012 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Florida Department of State, Division of Library and Information Services State Aid to Libraries Grant Agreement for Fiscal Year 2011-2012, including any related documents necessary to implement any award received, pending Legal review and approval, without further action of the Board.

[Funding Source: The Grant amount shall be calculated in accordance with Chapter 257, Florida Statutes and guidelines of the State Aid to Libraries Grant Program, with funds distributed in two payments. The first payment will be requested upon execution of the Agreement, and the remaining payment will be made by June 30, 2012.

BACKGROUND:

Each year, Escambia County participates in the State Aid to Libraries program. Participation in the program allows the County to draw state funds that are used for the operation of the Northwest Florida Regional Library system.

BUDGETARY IMPACT:

The Grant amount shall be calculated in accordance with Chapter 257, Florida Statutes and guidelines of the State Aid to Libraries Grant Program, with funds distributed in two payments. The first payment will be requested upon execution of the Agreement, and the remaining payment will be made by June 30, 2012.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Grant Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such grant application submittals.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs and the West Florida Regional Library will coordinate with the State on this grant process.

Attachments

State Aid to Libraries Grant Agreement

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (Grantee) Escambia County Board of County Commissioners
(Name of library governing body)

Governing body for West Florida Public Library
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R.A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.60, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE:
Board of County Commissioners
Escambia County, FL

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: _____

THE DIVISION:
Florida Department of State
Division of Library and Information
Services

Date

Division Witness

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1226

County Administrator's Report Item #: 11. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Public Library Construction Grant Application for the Old Molino Elementary School Renovation Project

From: Marilyn D. Wesley, Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Public Library Construction Grant Application for the Old Molino Elementary School Renovation Project - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding the Public Library Construction Grant Application for the Old Molino Elementary School Renovation Project:

- A. Approve the re-submission of the Public Library Construction Grant Application to the Florida Department of State, Division of Library and Information Services for the Old Molino Elementary School Renovation Project, with a requested amount of \$500,000; and
- B. Adopt the authorizing Resolution as part of the Grant Application packet; and
- C. Authorize the Chairman to sign the Resolution and Certificate of Application in the Grant Application packet, and all other Grant-related documents relevant to this project, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 351/352, Local Option Sales Tax II/III - at least \$500,000 in required matching funds]

BACKGROUND:

For the last several years, the Board has authorized the submission of an application for a Public Library Construction Grant to provide \$500,000 towards the construction of a public library in a portion of the Old Molino Elementary School. Each year, the application has been approved and ranked (typically in the top three). However, the Florida Legislature has not funded the approved Construction Grant applicants.

The State Library has requested that, if the County intends to continue with this project, the already approved Grant Application on file with the State be updated for submission to the next fiscal year session of the Florida Legislature for possible funding. The updating requires a new Certification of Application, an updated application sheet, and a new Resolution from the Board, authorizing the submission of the application.

BUDGETARY IMPACT:

Local Option Sales Tax funds of at least \$500,000 are committed in the budget for the required grant match, pending approval and funding of the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Resolution and Certificate of Application as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of such grant application submittals, as well as the adoption of resolutions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs, the West Florida Regional Library, and the Public Works Department DCAT Division will continue to coordinate on this grant process and potential funding for this project.

Attachments

Letter from Marilyn Wesley to Judith Ring, Director, Division of Library and Information Services
Public Library Construction Grant Application
Certification of Application and BCC Resolution



Board of County Commissioners • Escambia County, Florida

Marilyn D. Wesley, Director
Department of Community Affairs

July 11, 2011

Judith A. Ring, State Librarian
State Library and Archives of Florida
R. A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Subject: Public Library Construction Grant Application for FY 2012
Molino Branch Library

Dear Ms. Ring:

It is the intent of Escambia County to continue with the project that will result in the Molino Branch Library becoming a reality.

To further the process, Escambia County wishes to update the application that was submitted last year in lieu of resubmitting a new application. Materials will be sent to update the Construction Grant Application shortly.

Sincerely,

A handwritten signature in blue ink that reads "Marilyn D. Wesley".

Marilyn D. Wesley, Director
Department of Community Affairs

Florida Department of State, Division of Library and Information Services
**PUBLIC LIBRARY CONSTRUCTION GRANT
APPLICATION**

Application Deadline: April 1, 2011

I. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

Escambia County Board of County Commissioners

Street 221 Palafox Place City Pensacola Zip 32502 County Escambia

Name of Chairman of Applicant's Governing Authority Kevin W. White, Chairman

Federal Employer Identification (FEID) Number 59-6000-598

B. NAME OF LIBRARY DIRECTOR Eugene T. Fischer

Telephone (850) 436-5060 Fax (850) 436-5039 E-mail gfischer@ci.pensacola.fl.us

Library West Florida Public Library

Street 200 W. Gregory St. City Pensacola Zip 32502

C. NAME OF PROJECT MANAGER William E. Lawing

Title DCAT Program Director, Architect

Agency, organization or governmental unit Escambia County Facilities Management

Street 100 E. Blount St. City Pensacola Zip 32501

Telephone (850) 595-3190 Fax (850) 595-4668 E-mail welawing@co.escambia.fl.us

D. NAME OF BUILDING CONSULTANT (MLS degree) Eugene T. Fischer

Street 200 W. Gregory St. City Pensacola Zip 32502

Telephone (850) 436-5060

E. NAME OF REGISTERED ARCHITECT Pat Ballasch

Street 110 S. Palafox Place City Pensacola Zip 32502

Telephone (850) 429-9004 Registration Number 17640

**F. INDICATE IF CONSIDERING STARTING THE CONSTRUCTION PROJECT
PRIOR TO THE GRANT AWARD** YES x NO _____

Anticipated Date of Commencement: November 2011

II. PROPOSED PROJECT

A. Name of Proposed Facility Molino Branch Library

B. Type Construction Project (check one):

New Building Expansion Remodeling

C. Building to be Used as (check one):

Single county library headquarters Single county branch or library cooperative member
 Multicounty or library cooperative headquarters Independent municipal library (headquarters)
 Multicounty or library cooperative branch or member (more than one library in county) Independent municipal library (branch)
 Multicounty or library cooperative branch or member (only library in county)

III. PROJECT DATA

A. Floor Area in Square Feet

1. Facility prior to project (Check one and give square feet where applicable):
 - a. No facility currently exists
 - b. A facility currently exists, but will not be used as a library after project completion _____ sq. ft.
 - c. A facility currently exists and will be used by library after project (may be present library or another building) _____ sq. ft.
2. New facility to be constructed _____ sq. ft.
3. Expansion of existing facility
 - Square footage of existing building _____ sq. ft.
 - Square footage of the portion of building to be expanded _____ sq. ft.
 - Total square feet of building after expansion _____ sq. ft.
4. Remodeling of existing facility (not included in # 3) 4,670 sq. ft.

B. Geographical Area And Population To Be Served By Proposed Facility:

1. Name of city(s), county(s) or region. (If the service area does not conform to city or county boundaries, give the location and population by census tracts.)
Escambia County, Molino Community
2. Current population 18,011
The population should be from the most current Florida Estimates of Population, University of Florida.

IV. ESTIMATED COST OF PROJECT

A. Funds By Category (Indicate project cost by applicable categories):

1. Architect's Fees (include planning costs)	\$	<u>82,000</u>
2. Site Acquisition	\$	_____
3. Acquisition cost of building	\$	_____
4. New Construction	\$	_____
5. Expansion of existing building	\$	_____
6. Remodeling of existing building	\$	<u>685,000</u>
7. Initial Equipment	\$	<u>145,000</u>
8. Other (Specify)	\$	<u>100,000</u>
<u>Opening Day Collection</u>		_____
9. TOTAL (Must equal B.4)	\$	<u>1,012,000</u>

B. Source of Funds:

1. Local funds available	\$	<u>512,000</u>
2. Amount of funds requested from the Public Library Construction Grant Program (State General Revenue)	\$	<u>500,000</u>
3. Amount of funds requested from other State sources	\$	_____
4. TOTAL (Must equal A.9)	\$	<u>1,012,000</u>

If total above includes funds already spent, please specify amounts, type and dates of expenditures. (Appraisal costs and incidental purchase costs such as surveys, title insurance, legal fees, etc., are not eligible expenditures and are not reimbursable.)

	<u>Amount</u>	<u>Dates</u>
Advance plans – A/E Fees to Date	\$ <u>44,000</u>	<u>thru July 2011</u>
Estimates	\$ _____	_____
Acquisition of Lands	\$ _____	_____
Other (Specify)	\$ _____	_____

CERTIFICATION OF APPLICATION

I certify that this Library Construction Grant Application of the

County of Escambia, Florida

(name of applicant)

is true and accurate to the best of my knowledge, that the applicant will comply with the standards established pursuant to Section 257.15, *Florida Statutes*; will furnish such reports and information and follow such procedures as will be required by the Department of State, Division of Library and Information Services; that all funds received for the project will be expended solely for the purposes for which granted and any such funds not so expended, including funds lost or diverted to other purposes, shall be paid to the Department of State, Division of Library and Information Services; and that the current annual appropriation for library service is \$ 3,575,200.

Signature of Chair of Governing Body

Kevin W. White, Chairman

Typed Name of Official

Date

Clerk of Circuit Court or Other Appropriate Officer

Date

This document approved as to form and legal sufficiency.

By: 

Title: ACB

Date: 8/3/11

**ATTES): ERNEST LEE MAGAHA
CLERK OF THE CIRCUIT COURT**

By: _____

Deputy Clerk

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING SUBMISSION OF A PUBLIC LIBRARY CONSTRUCTION GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF STATE FOR THE OLD MOLINO ELEMENTARY SCHOOL PROJECT AND RELATED MATTERS; PROVIDING FOR MATCHING FUNDS; PROVIDING FOR BUDGET ALLOCATION FOR OPERATION; PROVIDING FOR AUTHORIZED USE OF THE FACILITY; PROVIDING FOR COMPETITIVE BIDDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has a long history of involvement and support of the West Florida Public Library and its important role in meeting the educational and community service needs of children and adults in our community; and

WHEREAS, Escambia County recognizes the importance of easy access to public library facilities and services in various sectors of the County; and

WHEREAS, the County is firmly committed to the development of a branch library facility that will serve the citizens of north central Escambia County; and

WHEREAS, the Florida Department of State provides financial support for the construction of new library facilities through the Public Library Construction Grant Program.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby authorizes the submission of a \$500,000 Public Library Construction Grant Application to the Florida Department of State with said funding to support not more than fifty (50%) percent of the design and development costs associated with the construction of the new Molino Branch Library and further.

Section 3. The Chairman is authorized to execute the Public Library Construction Grant Application, all required certifications, and any supplemental documents to be filed with the application as may be required by the Florida Department of State. Further, the Chairman is authorized to execute other related documents as may be required to receive and implement the Public Library Construction Grant following approval by the State.

Section 4. Escambia County's Fiscal Year 2011 Local Option Sales Tax Budget includes the County's commitment of \$500,000 for the construction of the new Molino Branch Library facility plus additional funds for property improvements, and said funds are currently available and will remain available for this stated purpose. Such funds are more than adequate to meet the dollar for dollar match requirement for the \$500,000 Public Library Construction Grant.

Section 5. The total funding for the Molino Branch Library, including committed local and requested State funds, will be sufficient to fully complete the library facility in accordance with governing building codes and ordinances.

Section 6. Sufficient funds will be provided through annual budgetary allocations for the long term operation of the new library facility.

Section 7. If the construction of the Molino Branch Library facility is supported with funds from the Public Library Construction Grant program, the facility will be exclusively used for public library purposes for a minimum period of twenty (20) years after completion of the construction and closeout of the Public Library Construction Grant. Escambia County shall secure the prior approval of the Florida Department of State prior to enacting any alternate use of the facility, and shall be subject to repayment of the Grant funds should such an alternate use not receive the prior approval of the Department of State.

Section 8. Escambia County will secure bids and proposals for the design and construction of the library facility in a competitive and open manner. Architectural, engineering and related design services will be or have been secured in accordance with Consultants Competitive Negotiations Act (CCNA) or through a formal Request for Qualifications process. Construction services will be secured through a sealed competitive bid process managed by the County Office of Purchasing in accordance with the Escambia County Purchasing Ordinance.

Section 9. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2011.

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

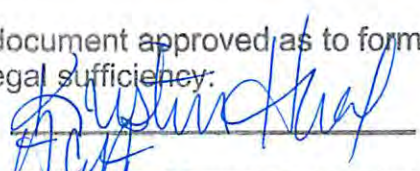
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

Deputy Clerk

This document approved as to form and legal sufficiency:

By: 
Title: Chairman
Date: 8/3/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1240

County Administrator's Report Item #: 11. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Change Order #6 to Purchase Order #110602 to Thompson Tractor Company, Inc. for Leased Equipment

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #6 to Purchase Order #110602 to Thompson Tractor Company, Inc., for Two Leased Caterpillar 725 Articulated Dump Trucks - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #6, to Purchase Order #110602, to Thompson Tractor Company, Inc., for two Leased Caterpillar 725 Articulated Dump Trucks:

Department:	Solid Waste Management
Branch:	Engineering/Environmental Quality
Type:	Addition
Amount:	\$216,763.12
Vendor:	Thompson Tractor Company, Inc.
Project Name:	Parts, Labor & Lease of Equip./Supplies
Contract:	-----
PO#:	110602
Original Award Amount:	\$221,000.00
Cumulative Amount of Change Orders through CO #6	\$411,763.12
New P.O. Amount:	\$632,763.12

[Funding: Fund 401, Solid Waste Enterprise, Cost Center 220603, Object Code 56440]

BACKGROUND:

Due to budgetary constraints in a prior year, Solid Waste Management entered into a capital lease purchase agreement with Thompson Tractor Company, Inc. for the rental of two Caterpillar 725 Articulated Dump Trucks. Acquisition of the leased trucks was essential to maintain level of service standards at Perdido Landfill due to extensive repairs required for two aging dump trucks in the department's fleet. Solid Waste Management desires to discontinue the capital lease and pay the balance remaining on the articulated dump trucks. Termination of the lease will provide economic benefit to Fund 401 through cost avoidance, while ensuring continuity of operations for the department.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Enterprise, Cost Center 220603, Object Code 56440 (\$216,763.12).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This recommendation has been coordinated with the Office of Management and Budget/Purchasing Division.

Attachments

Payoff - 725 Articulated Dump Trucks

Thompson PO Changes 1_6

MACHINE SELL

13:44:03

CUSTOMER: 2681000 ESCAMBIA COUNTY FLORIDA MACHINE: 725 BIL01022

		OPTION PRICE:	217319.46
BILLED:	PAID:	LESS RENTAL:	144900.00
		CONVERSION PRICE:	72419.46
STATE TAX: STATE TAX EXEMPT	TAX:	AMOUNT:	
COUNTY TAX:	TAX:	AMOUNT:	
CITY TAX:	TAX:	AMOUNT:	
ADVALOREM TAX:	TAX:	AMOUNT:	
		TOTAL:	72419.46
MONTHS:	MACH-VALUE:	INST:	AMOUNT:
		RECORDING FEE:	
TRADE IN:		TOTAL:	72419.46

DESCRIPTION:
SERIA

	TRADE ALLOWANCE:	
	NET AMOUNT DUE:	72419.46
	FINANCE CHARGE DURING RENTAL:	38188.14
	TOTAL AMOUNT TO BE FINANCED:	110607.60
	AS OF:	9/10/11

FLORIDA

13:44:03

*** CUSTOMER ***

*** INTEREST RATES ***

2681000
 ESCAMBIA COUNTY FLORIDA

RENT STARTED: 11/04/09
 MODEL: 725

FROM TO SIMPLE
 11/04/09 9/10/11 13.00

SOLID WASTE MANAGEMENT
 13009 BBULAH RD
 CANTONMENT 32533

SERIAL NUMBER: B1101022
 OPTION PRICE: 209500.00
 ISO NUMBER: B44698

COMMENTS:

DATE	TYPE	INVOICE#	# OF DAYS	INTEREST CALCULATION	FINANCE CHG-TOT	FINANCE CHARGE	ENTRY AMOUNT	PRINCIPLE AMOUNT	REMAINING BALANCE
11/04/09	P								209500.00
12/14/09	P	B4469801	40	1.4440	3025.18	3025.18	7314.00	4288.82	205211.18
1/11/10	P	B4469802	28	1.0108	2074.27	2074.27	7314.00	5239.73	199971.45
3/01/10	P	B4469803	49	1.7689	3537.29	3537.29	7314.00	3776.71	196194.74
3/19/10	I		18	.6498	1274.87	1274.87			197469.61
3/19/10	W	PE21067					2753.01		200222.62
4/12/10	P	B4469804	24	.8664	1734.73	1734.73	7314.00	5579.27	194643.35
4/12/10	P	B4915701	1	.0361	70.27	70.27	7314.00	7243.73	187399.62
5/10/10	P	B4915702	28	1.0108	1894.24	1894.24	7314.00	5419.76	181979.86
6/16/10	P	B4915703	37	1.3357	2430.70	2430.70	7314.00	4883.30	177096.56
7/06/10	P	B4915704	20	.7220	1278.64	1278.64	7314.00	6035.36	171061.20
7/08/10	I		2	.0722	123.51	123.51			171184.71
7/08/10	W	PE21878					759.33		171944.04
7/28/10	I		20	.7220	1241.44	1241.44			173185.48
7/28/10	W	PE23637					1076.68		174262.16
7/29/10	I		1	.0361	62.91	62.91			174325.07
7/29/10	W	PE21978					738.14		175063.21
8/02/10	P	B4915705	4	.1444	252.79	252.79	7314.00	7061.21	168002.00
8/26/10	I		24	.8664	1455.57	1455.57			169457.57
8/26/10	W	PE22263					2492.30		171949.87
9/20/10	P	B4915706	25	.9025	1551.85	1551.85	7314.00	5762.15	166187.72
9/27/10	P	B4915707	7	.2527	419.96	419.96	7314.00	6894.04	159293.68
10/26/10	P	B4915708	29	1.0469	1667.65	1667.65	7314.00	5646.35	153647.33
11/08/10	P	B4915709	13	.4693	721.07	721.07	7314.00	6592.93	147054.40
12/13/10	P	B4915710	35	1.2635	1858.03	1858.03	7314.00	5455.97	141598.43
1/26/11	P	B4915711	44	1.5884	2249.15	2249.15	7314.00	5064.85	136533.58
2/14/11	P	B4915712	19	.6859	936.48	936.48	7314.00	6377.52	130156.06
3/07/11	P	B4915713	21	.7581	986.71	986.71	7314.00	6327.29	123828.77
4/04/11	P	B4915714	28	1.0108	1251.66	1251.66	7314.00	6062.34	117766.43
5/02/11	P	B4915715	28	1.0108	1190.38	1190.38	7314.00	6123.62	111642.81
6/06/11	P	B4915716	35	1.2635	1410.61	1410.61	7314.00	5903.39	105739.42
6/27/11	P	B4915717	21	.7581	801.61	801.61	7314.00	6512.39	99227.03
9/10/11	I		75	2.7075	2686.57	2686.57			101913.60

TOTALS ----- FINANCE CHARGES: 38188.14 PAYMENTS: 153594.00 W/O: 7819.46

MACHINE SELL

13:40:33

CUSTOMER: 2681000 ESCAMBIA COUNTY FLORIDA MACHINE: 725 BILL01090

		OPTION PRICE:	213144.99
BILLED:	PAID:	LESS RENTAL:	144900.00
		CONVERSION PRICE:	68244.99
STATE TAX: STATE TAX EXEMPT	TAX:	AMOUNT:	
COUNTY TAX:	TAX:	AMOUNT:	
CITY TAX:	TAX:	AMOUNT:	
ADVALOREM TAX:	TAX:	AMOUNT:	
		TOTAL:	68244.99
MONTHS: MACH-VALUE:	INST:	AMOUNT:	
		RECORDING FEE:	
TRADE IN:		TOTAL:	68244.99

DESCRIPTION:
SERIA

	TRADE ALLOWANCE:	
	NET AMOUNT DUE:	68244.99
	FINANCE CHARGE DURING RENTAL:	37910.53
	TOTAL AMOUNT TO BE FINANCED:	106155.52
	AS OF:	9/10/11

FLORIDA

13:40:33

*** CUSTOMER ***

*** INTEREST RATES ***

2681000
 ESCAMBA COUNTY FLORIDA

RENT STARTED: 10/30/09
 MODEL: 725

FROM TO SIMPLE
 10/30/09 9/10/11 13.00

SOLID WASTE MANAGEMENT
 13009 BEULAH RD
 CANTONMENT 32533

SERIAL NUMBER: B1L01090
 OPTION PRICE: 209500.00
 ISO NUMBER: B44695

COMMENTS:

DATE	TYPE	INVOICE#	# OF DAYS	INTEREST CALCULATION	FINANCE CHG-TOT	FINANCE CHARGE	ENTRY AMOUNT	PRINCIPLE AMOUNT	REMAINING BALANCE
10/30/09	P								209500.00
11/06/09	I		7	.2527	529.41	529.41			210029.41
11/06/09	W	FE20217					384.43		210413.84
11/14/09	I		8	.2888	607.68	607.68			211021.52
11/14/09	W	FE20272					582.86		211604.38
12/14/09	P	B4469501	30	1.0830	2291.68	2291.68	7314.00	5022.32	206582.06
1/11/10	P	B4469502	28	1.0108	2088.13	2088.13	7314.00	5225.87	201356.19
2/18/10	P	B4469503	38	1.3718	2762.20	2762.20	7314.00	4551.80	196804.39
4/12/10	P	B4469504	53	1.9133	3765.46	3765.46	7314.00	3548.54	193255.85
4/12/10	P	B4469505	1	.0361	69.77	69.77	7314.00	7244.23	186011.62
5/10/10	P	B4469506	28	1.0108	1880.21	1880.21	7314.00	5433.79	180577.83
6/14/10	P	B4469507	35	1.2635	2281.60	2281.60	7314.00	5032.40	175545.43
6/30/10	I		16	.5776	1013.95	1013.95			176559.38
6/30/10	W	FE21739					2677.70		179237.08
7/06/10	P	B4469508	6	.2166	388.23	388.23	7314.00	6925.77	172311.31
8/02/10	P	B4469509	27	.9747	1679.52	1679.52	7314.00	5634.48	166676.83
9/20/10	P	B4469511	49	1.7689	2948.35	2948.35	7314.00	4365.65	162311.18
9/27/10	P	B4469510	7	.2527	410.16	410.16	7314.00	6903.84	155407.34
10/26/10	P	B4469512	29	1.0469	1626.96	1626.96	7314.00	5687.04	149720.30
11/08/10	P	B4469513	13	.4693	702.64	702.64	7314.00	6611.36	143108.94
12/13/10	P	B4469514	35	1.2635	1808.18	1808.18	7314.00	5505.82	137603.12
1/03/11	P	B4469515	21	.7581	1043.17	1043.17	7314.00	6270.83	131332.29
2/14/11	P	B4469516	42	1.5162	1991.26	1991.26	7314.00	5322.74	126009.55
3/07/11	P	B4469517	21	.7581	955.28	955.28	7314.00	6358.72	119650.83
3/28/11	P	B4469518	21	.7581	907.07	907.07	7314.00	6406.93	113243.90
5/16/11	P	B4469519	49	1.7689	2003.17	2003.17	7314.00	5310.83	107933.07
6/06/11	P	B4469520	21	.7581	818.24	818.24	7314.00	6495.76	101437.31
6/27/11	P	B4469521	21	.7581	769.00	769.00	7314.00	6545.00	94892.31
9/10/11	I		75	2.7075	2569.21	2569.21			97461.52

TOTALS ----> FINANCE CHARGES: 37910.53 PAYMENTS: 153594.00 W/O: 3644.99

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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 201640
 THOMPSON TRACTOR CO INC
 2670 W 9 MILE ROAD
 PENSACOLA FL 32534

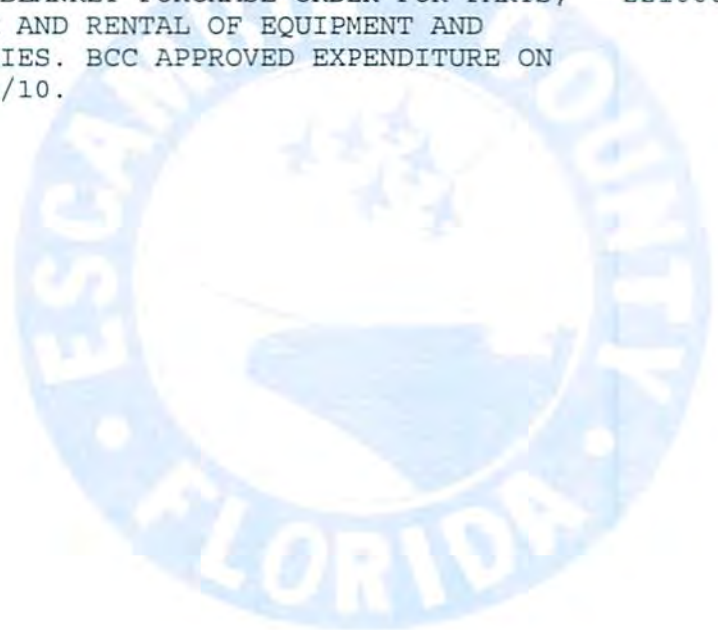
S
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P
 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

T
O
 ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 11000646	REQ. DATE: 10/26/10
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TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.:
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN BLANKET PURCHASE ORDER FOR PARTS, LABOR AND RENTAL OF EQUIPMENT AND SUPPLIES. BCC APPROVED EXPENDITURE ON 10/21/10.	221000.0000	221,000.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	221,000.00
01	220602	54601			
01	220603	54601			
01	220603	56440			
01	220604	54601			
01	220604	54401			
				TOTAL \$	221,000.00

APPROVED BY

[Handwritten Signature]

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. 110602-1

CHANGE DATE: 01/18/11

VENDOR
 201640
 THOMPSON TRACTOR CO INC
 2670 W 9 MILE ROAD
 PENSACOLA FL 32534

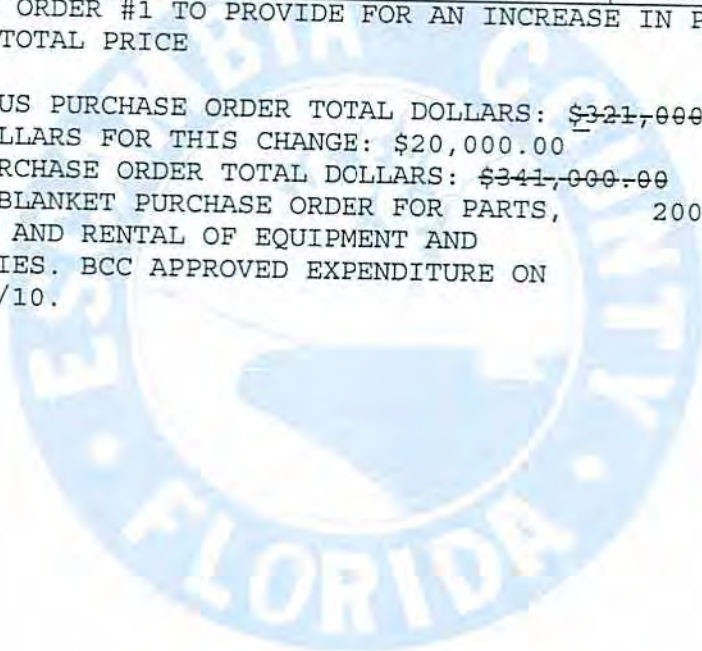
INVOICE
 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

SHIP TO
 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 10/26/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 11000646	REQ. DATE: 10/26/10
TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CHANGE ORDER #1 TO PROVIDE FOR AN INCREASE IN PURCHASE ORDER TOTAL PRICE		
			PREVIOUS PURCHASE ORDER TOTAL DOLLARS: \$321,000.00 \$221,000.00		
			NET DOLLARS FOR THIS CHANGE: \$20,000.00		
			NEW PURCHASE ORDER TOTAL DOLLARS: \$341,000.00 \$241,000.00		
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR PARTS, LABOR AND RENTAL OF EQUIPMENT AND SUPPLIES. BCC APPROVED EXPENDITURE ON 10/21/10.	20000.0000	20,000.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	20,000.00
01	220602 54601	.00		TOTAL \$	20,000.00
01	220603 54401	20,000.00			
01	220603 54601	.00			
01	220603 56440	.00			
01	220604 54401	.00			
01	220604 54601	.00			

APPROVED BY Charles R. Oliver 1/18/11

BOARD OF COUNTY COMMISSIONERS

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PURCHASE ORDER NO. 110602-2

CHANGE DATE: 01/18/11

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CLERK OF THE COURT & COMPTROLLER
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 PENSACOLA, FL 32502-5843
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 PENSACOLA FL 32534

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 CANTONMENT FL 32533-8801

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ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 11000646	REQ. DATE: 10/26/10
TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CHANGE ORDER #2 TO PROVIDE FOR AN INCREASE IN PURCHASE ORDER TOTAL PRICE					
PREVIOUS PURCHASE ORDER TOTAL PRICE: \$241,000.00					
NET DOLLARS FOR THIS CHANGE: \$100,000.00					
NEW PURCHASE ORDER TOTAL DOLLARS: \$341,000.00					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR PARTS, LABOR AND RENTAL OF EQUIPMENT AND SUPPLIES. BCC APPROVED EXPENDITURE ON 10/21/10.	100000.0000	100,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	100,000.00
01	220602 54601	.00		TOTAL \$	100,000.00
01	220603 54401	.00			
01	220603 54601	100,000.00			
01	220603 56440	.00			
01	220604 54401	.00			
01	220604 54601	.00			

APPROVED BY Casey Polina 1/19/11

BOARD OF COUNTY COMMISSIONERS

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 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801
 ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 10/26/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 11000646	REQ. DATE: 10/26/10
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TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.: CHANGE ORDER - 3
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CO# 3 to increase total of Po					
Previous PO total \$341,000					
Net dollars added 72,000.					
New PO total 413,000.					
01	.00		LOT OPEN BLANKET PURCHASE ORDER FOR PARTS, LABOR AND RENTAL OF EQUIPMENT AND SUPPLIES. BCC APPROVED EXPENDITURE ON 10/21/10.	72000.0000	72,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	72,000.00
01	220602 54601	.00		TOTAL \$	72,000.00
01	220603 54401	.00			
01	220603 54601	.00			
01	220603 56440	72,000.00			
01	220604 54401	.00			
01	220604 54601	.00			

APPROVED BY Carleen R. Olive 5/10/11

PURCHASE ORDER NO. 110602-4
CHANGE DATE: 06/03/11

BOARD OF COUNTY COMMISSIONERS

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 CLERK OF THE COURT & COMPTROLLER
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 PENSACOLA, FL 32502-5843
 (850) 595-4841

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 THOMPSON TRACTOR CO INC
 2670 W 9 MILE ROAD
 PENSACOLA FL 32534

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 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801
 ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/26/10 BUYER: JOSEPH PILLITARY REQ. NO.: 11000646 REQ. DATE: 10/26/10

TERMS: NET 30 DAYS F.O.B.: PP&ADD DESC.: CHANGE ORDER - 4

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CO #4 to increase total of PO					
Previous PO total \$413,500					
net dollars added 2,500.					
New PO total \$416,000.					
BCC approved 10.21.2011					
01	.00		LOT OPEN BLANKET PURCHASE ORDER FOR PARTS, LABOR AND RENTAL OF EQUIPMENT AND SUPPLIES. BCC APPROVED EXPENDITURE ON 10/21/10.	2500.0000	2,500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	2,500.00
01	220602	54601			
01	220603	54401			
01	220603	54601			
01	220603	56440			
01	220604	54401			
01	220604	54601			
01	220612	54601		2,500.00	
				TOTAL \$	2,500.00

APPROVED BY Charles R. Oliver 6/8/11

PURCHASE ORDER NO. 110602-5
CHANGE DATE: 06/03/11

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
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 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I [CLERK OF THE COURT & COMPTROLLER]
N [HON. ERNIE LEE MAGAHA]
V [221 PALAFOX PLACE, SUITE 140]
O [PENSACOLA, FL 32502-5843]
I [(850) 595-4841]
C]
E]

V [201640]
E [THOMPSON TRACTOR CO INC]
N [2670 W 9 MILE ROAD]
D [PENSACOLA FL 32534]
O]
R]

S [SOLID WASTE MANAGEMENT]
H [13009 BEULAH ROAD]
I [CANTONMENT FL 32533-8801]
P]

T []
O [ATTN: SWM DENEEN RUDD 850-937-2175]

ORDER DATE: 10/26/10	BUYER: JOSEPH PILLITARY	REQ. NO.: 11000646	REQ. DATE: 10/26/10
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TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.: CHANGE ORDER - 5
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
CO #5 to increase total Po					
			Previous Po total	\$413,000	
			Net dollars added	500.	
			New PO total	\$413,500.	
BCC award 10.21.2011					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR PARTS, LABOR AND RENTAL OF EQUIPMENT AND SUPPLIES. BCC APPROVED EXPENDITURE ON 10/21/10.	500.0000	500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	500.00
01	220602	54601			
01	220603	54401			
01	220603	54601			
01	220603	56440			
01	220604	54401			
01	220604	54601			
01	220612	54401		500.00	
01	220612	54601		.00	
				TOTAL \$	500.00

APPROVED BY

Charles R. Owen 6/6/11

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Continued...

<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
Thompson Engineering Vendor Number: 201604 Professional Services Fund: 401 Cost Center: 220602 (EEQ) Cost Center: 220603 (Operations) Cost Center: 220604 (Recycling) Cost Center: 220605 (Projects) Cost Center: 220608 (Closed Landfills) Cost Center: 220612 (Transfer Station)	\$200,000	PD 05-06.041
Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 220602 (EEQ) Cost Center: 220603 (Operations) Cost Center: 220604 (Recycling) Cost Center: 220605 (Projects) Cost Center: 220612 (Transfer Station) Cost Center: 220613 (Saufley Field)	\$700,000	Single Source
URS Corporation Vendor Number: 210113 Professional Services Fund: 401 Cost Center: 220602 (EEQ) Cost Center: 220605 (Projects) Cost Center: 220608 (Closed Landfills) Cost Center: 220612 (Transfer Station) Cost Center: 220613 (Saufley Field)	\$300,000	PD 05-06.041

(Continued on Page 40)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1202

County Administrator's Report Item #: 11. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Change Order #3 to Atkins North America, Inc. on Contract PD 02-03.79.25.5.PW/PMM (Ref. No. PD 07-08.45) for the SW Escambia County Sports Complex

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #3 to Atkins North America, Inc., on Contract PD 02-03.79.25.5.PW/PMM (Ref. No. PD 07-08.45) for the Southwest Escambia County Sports Complex - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board approve and authorize the County Administrator to execute the following Change Order #3:

Department:	Public Works
Division:	Infrastructure/Engineering
Type:	Addition
Amount:	\$146,900.00
Vendor:	Atkins North America, Inc. (Formerly PBS&J)
Project Name:	Southwest Escambia County Sports Complex
Contract:	PD 02-03.79.25.5.PW/PMM (Ref. No. PD 07-08.045)
PO No.:	281732
CO No.:	3
Original Award Amount:	\$709,289.00
Cumulative Amount of Change Orders through this CO #3:	\$319,598.00
New Contract Total:	\$1,028,887.00

Meeting in regular session on July 24, 2008, the Board approved awarding a Task Order to Atkins North America, Inc. (formerly PBS&J) for the Southwest Escambia County Sports Complex. This included design and preparation for an approximately 217-acre project located on the southwest side of Escambia County, near the north end of Bauer Road. The scope included designing the sports complex, obtaining required permits, and development of

construction drawings/documents for the project. Plan amenities include youth athletic fields (baseball, softball, soccer and football), playground units, parking/access, site lighting, a stormwater management system, a nature trail and associated athletic buildings (prototypical concession/restroom and meeting/storage buildings.)

The original design fees for the Southwest Escambia County Sports Complex were negotiated using the State of Florida's Fee Guide Calculator for Architectural and Engineering Services, based on a construction budget of \$4 million. The additional fees approved for Change Order #1 (\$172,698) were requested in order to provide complete master plan design documents for permitting agencies, and bid documents, estimated at \$7 million. It was preferred by environmental permitting agencies and County staff that the entire master plan be permitted, to establish environmental impacts, allow for future features to be constructed as budget allows, identify the extent of the overall conservation easement, and preserve upland areas for future development. Change Order #2 added time to the task order so that the Engineer could proceed through advertisement, bidding assistance and construction.

Change Order #3, in the amount of \$146,900.00, will provide construction administration (CA) services throughout the duration of the project that were not included in the original Scope of Services. The additional CA services will include utility coordination, quality control of the contractor and his schedule, compliance with the stormwater pollution prevention plan, maintenance of traffic on Bauer Road, building construction, final certifications, daily activity monitoring, electrical construction monitoring, surveying and independent testing.

Total cost of services, in the amount of \$1,028,887.00, is 11.66% of the construction bid, which is 4.34% lower than expected for design and CEI services for typical engineering projects.

[Funding Source: Fund 351, "Local Option Sales Tax II", Account 350233/56301, Project #08PR0102, "Southwest Park"]

BACKGROUND:

Meeting in regular session on July 24, 2008, the Board approved awarding a Task Order to Atkins North America, Inc. (formerly PBS&J) for the Southwest Escambia County Sports Complex. This included design and preparation for an approximately 217-acre project located on the southwest side of Escambia County, near the north end of Bauer Road. The scope included designing the sports complex, obtaining required permits, and development of construction drawings/documents for the project. Plan amenities include youth athletic fields (baseball, softball, soccer and football), playground units, parking/access, site lighting, a stormwater management system, a nature trail and associated athletic buildings (prototypical concession/restroom and meeting/storage buildings.)

The original design fees for the Southwest Escambia County Sports Complex were negotiated using the State of Florida's Fee Guide Calculator for Architectural and Engineering Services, based on a construction budget of \$4 million. The additional fees approved for Change Order #1 (\$172,698.00) were requested in order to provide complete master plan design documents for permitting agencies, and bid documents, estimated at \$7 million. It was preferred by environmental permitting agencies and County staff that the entire master plan be permitted, to establish environmental impacts, allow for future features to be constructed as budget allows, identify the extent of the overall conservation easement, and preserve upland areas for future development. Change Order #2 added time to the task order so that the Engineer could proceed through advertisement, bidding assistance and construction.

Change Order #3, in the amount of \$146,900.00, will provide construction administration (CA) services throughout the duration of the project that were not included in the original Scope of Services. The additional CA services will include utility coordination, quality control of the contractor and his schedule, compliance with the stormwater pollution prevention plan, maintenance of traffic on Bauer Road, building construction, final certifications, daily activity monitoring, electrical construction monitoring, surveying and independent testing.

Total cost of services, in the amount of \$1,028,887.00, is 11.66% of the construction bid, which is 4.34% lower than expected for design and CEI services for typical engineering projects.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 351 "Local Option Sales Tax II", Account 350233/56301, Project #08PR0102 "Southwest Park".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be needed to manage construction of the project.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

CO 1 SW Park

CO 2 SW Park

CO 3 SW PARK

Original PO Atkins

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

15. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project No. 08EN0334):

Bureau: Public Works
Division: Engineering
Type: Addition
Amount: \$306,438.47
Vendor: Starfish, Inc., of Alabama
Project Name: Ferry Pass Zone 2, Phase 4 Road and Sewer Improvements
Contract: PD 08-09.019
Purchase Order Number: 291323
Change Order Number: 1
Original Award Amount: \$1,960,690.71
Cumulative Amount of Change Orders through Number 1: \$ 306,438.47
New Contract Total: \$2,267,129.18

16. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 351, Local Option Sales Tax II, Cost Center 350233/56301, "Southwest Park" – *in the amount of* \$172,698, Project No. 08PR0102):

Bureau: Public Works
Division: Park and Marine Maintenance
Type: Addition
Amount: \$172,698
Vendor: PBS&J (Post, Buckley, Schuh & Jernigan)
Project Name: Southwest Escambia County Sports Complex
Contract: PD 07-08.045
Purchase Order Number: 281732
Change Order Number: 1
Original Award Amount: \$709,289
Cumulative Amount of Change Orders through Number 1: \$172,698
New Contract Total: \$881,987

PURCHASE ORDER NO. 281732-1

CHANGE DATE: 03/26/10

BOARD OF COUNTY COMMISSIONERS

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 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

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 PENSACOLA FL 32504-6968

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 PARKS & RECREATION DEPARTMENT
 1651 EAST NINE MILE ROAD
 PENSACOLA FL 32514
 ATTN: ROBIN LAMBERT

ORDER DATE: 08/29/08	BUYER: PAUL NOBLES	REQ. NO.: 0	REQ. DATE:
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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
<p>This change order provides for an additive change for additional fees to provide complete master plan design documents for permitting agencies, an bid documents/plans for the phased construction budget, for the creation of 10 softball/baseball fields and six soccer/football fields, estimated at \$7 million. If is preferred by environmental permitting agencies and County staff that the entire master plan be permitted, to establish environmental impacts. allow for future features to be constructed as budget allows, identify the extent of the overall conservation easement, and preserve upland areas for future development. CIP Southwest Escambia County Sports Complex</p> <p>Encumbrance Carried Forward: \$369,467.81 Net Dollars Added: \$172,698.00 New PO Total Dollars: \$542,165.81</p> <p>Previous Contract Total Dollars: \$709,289.00 Net Dollars Added: \$172,698.00 New Contract Total Dollars: \$881,987.00</p>					
01	.00	LOT	TASK ORDER PD 02-03.79.25.5.PW/PMM "PROFESSIONAL SERVICES FOR SOUTHWEST ESCAMBIA COUNTY SPORTS COMPLEX (REF NO 07-08.045) BCC APPROVAL 0724/2008	172698.0000	172,698.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	172,698.00
01	350233 56301	172,698.00	08PR0102	TOTAL \$	172,698.00

APPROVED BY 

Original Purchase Order



An employee-owned company

January 28, 2010

Ms. Joy Jones, P.E.
Division Manager
Parks Operations/Capital Improvements
1651 E. Nine Mile Road
Pensacola, Florida 32514

RE: Southwest Escambia County Sports Complex
SA#1: Supplemental request for additional design fees.

PBS&J is submitting this request for additional design services for the Southwest Escambia County Sports Complex (SECSC). PBS&J's currently contracted fee was derived utilizing the State of Florida's Fee Schedule for Architectural and Engineering Services, which is based upon construction budgets (see attachment A). At the time of PBS&J's proposal preparation, the County's construction budget was approximately \$4 million. Per the approved scope of services, construction plans were to be limited to facilities that did not exceed that amount. The construction cost for full build out of the final conceptual master plan was estimated at \$12 million. PBS&J has continued to work closely with the County to reduce overall costs and while providing as much of the desired program elements as possible.


During the initial pre-application meeting with the Florida Department of Environmental Protection (FDEP), representatives stated that they preferred the county to permit the full build out of the park. This would allow the FDEP to fully assess the impacts of the entire park on the wetlands and other environmental features. Once the County received all permits this would allow the county to phase the project, if desired, without an extensive permitting process for each phase of construction. Consequently, the County requested that PBS&J prepare permitting and necessary construction documents to permit the full master plan (with the exception of the skate and dog parks).

In order to fund as much of the master plan elements as possible, it became necessary to separate the roadway and entrance design elements from the pure park design elements. The new budget for the park will include approximately \$4 million for the pure park elements and approximately \$3.0 million for the intersection and roadway elements. The county is proposing that the intersection and roadway elements be funded with separate LOST funds. This additional permitting and construction document effort is the basis for PBS&J's additional services request. The request amount is derived utilizing the State of Florida's Fee Schedule for Architectural and Engineering Services, and reflects a new park construction budget of approximately \$7 million.

Per the State of Florida's Fee Schedules for Architectural and Engineering Services, a 6.63% fee would be appropriate for 'basic services' on a project of average complexity (See attachment B).
 $\$7 \text{ million} \times .0663 = \$464,198$. PBS&J's current contract includes \$291,500 for 'basic services.' Therefore, additional design fee requested: $\$464,198 - \$291,500 = \$172,698$.

We appreciate your consideration regarding this request. Please do not hesitate to give me a call to discuss further.

Sincerely,



Jeff C. Helms, P.E.
Vice President/Division Manager

ATTACHMENT "B"

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: July 2008

Project Name:	COMPLEXITY GROUP - PERCENTAGE						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	A	B	C	D	E	F	G
\$ 7,000,000	7.60%	7.12%	7.81%	6.83%	6.16%	5.69%	6.90%
CALCULATED FEE	\$531,882	\$498,099	\$546,406	\$464,198	\$431,393	\$398,456	\$482,903

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- *A* - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals, Emergency Management Centers
- *B* - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences
- *C* - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- *D* - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- *E* - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- *F* - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- *G* - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- Feasibility Studies/ Analysis
- Facility Programming
- Master Planning
- Soils Investigations/Reports
- Surveys -Topographic/Boundary
- Vegetation/Improvements/Utilities
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Toxic Substance Mitigation Surveys and Consultation
- Site Environmental Assessments
- Site DR, PUD, Site Plan Review and/or Zoning Modifications
- Traffic Analysis and Traffic Signal Warrant Studies
- Civil Engineering Design Including Paving/Grading/Utilities
- /Drainage/Stormwater Management/Environmental & All Site Permitting
- Existing Site Utility Infrastructure Improvements
- Site Lighting Design
- Landscape Architectural & Irrigation Design
- Specialty Consultants
 - Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
- LEED Consultation
- Graphic and Signage Design
- Special Code Reviews Including ACHA
- Detailed Cost Estimates
- Documents Prepared For:
 - Alternate Bids Exceeding Contract Scope
 - Excessive Change Orders
 - Multiple Construction Contracts
 - Record Documents/As Builts
- Prolonged Construction Contract Administration Services
- Structural Threshold Inspections
- Project Representation During Construction Beyond Bi-Monthly Administration
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/ Models
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Reimbursable Expenses*
 - Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

PN

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 164749
Project Number: 08PR0102
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: PBS&
P.O. Number: 281732
P.D. Number: 02.03.79.25.5.PW/PWM
C.O. Number: 1
Date: 03/19/10

Notes for Modifying the Scope of Award:

Additive Change Order for additional fees to provide complete master plan design documents for permitting agencies, and bid documents/plans for the phased construction budget, for the creation of 10 softball/baseball fields and six soccer/football fields, estimated at \$7 million. It is preferred by environmental permitting agencies and County staff that entire master plan be permitted, to establish environmental impacts, allow for future features to be constructed as budget allows, identify the extent of the overall conservation easement, and preserve upland areas for future development. CIP: Southwest Escambia County Sports Complex

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1 Adjustment: _____
Deleting Dollars from Line Item No: _____ Adjustment: _____

Amount: \$172,698.00
Amount: _____

Modify Notes:

Date of BCC action: (ATTACH RESUME) 03/18/10

Enc. Carried Forward P/O Total Dollars:	\$369,467.81
Net Dollars added or subtracted:	\$172,698.00
New Purchase Order Total Dollars:	\$542,165.81
Previous Total Dollars:	\$709,289.00
Net Dollars added or subtracted:	\$172,698.00
New Contract Total Dollars:	\$881,987.00

RECEIVED
10 MAR 25 PM 2:22
ESCAMBIA COUNTY
PURCHASING DEPARTMENT
LK

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
350233	56301	08PR0102	\$172,698.00	\$542,165.81

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: [Signature]

Date: 3-19-10

Contract Administrator's Certification & Approval: [Signature]

Date: 3/22/10

Office of Purchasing Review Agent: [Signature]

Date: 3/26/10

Bureau Chief: [Signature]

Date: 3/22/10

County Administrator's Approval: _____

Date: _____

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. 281732-2

CHANGE DATE: 09/21/10

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E
 [CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841]

S
H
I
P
 [PARKS & RECREATION DEPARTMENT
 1651 EAST NINE MILE ROAD
 PENSACOLA FL 32514]
 T
O
 [ATTN: ROBIN LAMBERT]

V
E
N
D
O
R
 [164749
 P B S & J
 2401 EXECUTIVE PLAZA RD STE 2
 PENSACOLA FL 32504-6968]

ORDER DATE: 08/29/08	BUYER: PAUL NOBLES	REQ. NO.: 0	REQ. DATE:
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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
Previous PO Total Dollars: \$542,165.81 Net Dollars Changed: \$0.00 New PO Total Dollars: \$542,165.81 Previous Contract Total Dollars: \$881,987.00 Net Dollars Changed: \$0.00 New Contract Total Dollars: \$881,987.00 This change order provides for an administrative change for time only. Additional time is needed for the A&E to provide construction administration services. Approximately 20 months are expected to proceed through advertisement, bidding assistance and construction. The new completion date is May 15, 2012.					
01	.00		LOT TASK ORDER PD 02-03.79.25.5.PW/PMM "PROFESSIONAL SERVICES FOR SOUTHWEST ESCAMBIA COUNTY SPORTS COMPLEX (REF NO 07-08.045) BCC APPROVAL 0724/2008	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	EXTENSION
01	350233 56301	.00	08PR0102		
				TOTAL \$.00

APPROVED BY



GENERAL TERMS AND CONDITIONS

1. BIDDING AGREEMENT - The terms, specifications and drawings included in this order when the contractor conducts the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance shall be at destination, unless otherwise provided. Undelivered and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specifically indicated or tests be searched for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS - The Contractor is responsible for the delivery of each item quarterly with allowable variations. If any of the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering the allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensation for the excess item. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the Contractor's option.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified the County may cancel order and buy elsewhere. Failure of the County to exercise this option will constitute an acceptance that will not be deemed a waiver with respect to future shipments of any item.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of Supplier
2. Purchase Order
3. Date of sale
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts and state and extensions need not be shown when comparable with the use of automatic systems provided in the invoice is deemed to show this information and
7. Date of delivery of shipment

Upon delivery, the receiving officer will retain the copy of the related delivery ticket and will provide the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to protect the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be a condition of payment unless otherwise provided. Title and risk of loss of damage to items shall be the responsibility of the contractor supplier until accepted by the County. The contractor supplier shall be responsible for packing, protecting and collecting all damaged items. However, to assist him in the event of handling of damaged goods on the County's part:

1. Record any evidence of visible damage on all copies of the delivery carrier's bill of lading
2. Report damage (Visible and Concealed) to the carrier and contract supplier, complete a claim report, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the damaged merchandise, including inner packaging materials until instructions are performed by the carrier and decision given by the contract supplier
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damaged merchandise report

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, sale and delivery of materials specified herein have been complied with and shall indemnify and save County harmless from and against any liability, or claim resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay, transportation charges do not pay tax as the County will not reimburse you for materials paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to any warranties, established by statute or common law, or contract elsewhere in this order, Contractor expressly warrants that all material or services covered hereunder conform to all specifications, drawings, samples, and descriptions furnished or accepted by the County, and shall be of best quality and fit and suitable for the purpose for which purchased, if specified herein. Manufacturer's of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty, shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgments and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against the County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given a reasonable opportunity to be heard by the County for the defense of its interest therein.

11. INSTALLATION - If this order required the services of Contractor's agents or employees or County's premises such agents or employees shall not be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any and all claims against them and to accept exclusive liability for payment and otherwise imposed upon the employer. The Contractor will undertake to keep the materials and premises involved free from any lien whatsoever. A breach and/or accident to the performance of Contractor's obligations hereunder, if Contractor or its agents, material and services for construction and/or maintenance for a lump sum amount. Contractor agrees to indemnify the County for any and all claims, judgments and expenses for such claims. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in accordance with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, or attributes or any information on materials made to the Contractor or County or any reproductions thereof in any promotional media or reveal that County is purchasing materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This contract or purchase order shall not be assigned or sublet in part without consent of the County. Such consent will not be given. Contractor hereby agrees to this condition.

14. CHANGES - The Purchasing Manager may at any time by written order, and without notice to the supplier, make changes, within the general scope of the contract, in (a) drawings, designs, or specifications, where the supplies to be furnished are to be installed, manufactured for the County in accordance with, (b) method of packing or handling and (c) date of delivery if any such changes cause an increase or decrease in the cost of the work required for performance of this contract. Supplier shall be notified in writing of any such order, and acceptable adjustment shall be made by written acknowledgment of the contract. Any change by the Contractor for adjustment under this same clause must be accepted within 30 days from the date of receipt by the Contractor of the notification of change submitted that the Purchasing Manager, who decides that the facts justify such action, may receive and act upon any such change requested prior to the expiration of the contract. Failure to agree to any adjustment shall constitute a breach of the contract and shall constitute a breach of the contract. The County shall not be bound by the Contractor's failure to agree to any such change. Supplier shall be notified in writing of any such order, and acceptable adjustment shall be made by written acknowledgment of the contract.

15. INVOICING AND PAYMENT - The Contractor shall bill and each submission of properly itemized invoices to the County in accordance with the contract. If the time of payment is not stated in the contract, the County shall pay the Contractor within 30 days of the date of receipt of the invoice. Invoices shall contain the contract number, purchase order number and the Contractor's Federal Employee Identification Number. The County will mail one (1) copy of the invoice to the Contractor. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES - Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's right and County's responsibility concerning interest penalties and late fees for payment of invoices.

17. DISCOUNTS - On any discounts they will be deducted from date of delivery of the supplies or materials unless otherwise specified, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for the County. The Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor shall not employ, or retain, any person undergoing sentence of imprisonment except as provided by Florida Statute 95.176, Subchapter 10, 1985 (18 USC 4052(a)(2)) and Executive order 11255, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon any agreement or understanding of a commission percentage, brokerage, or contingent fee, excepting bona fide independent bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to demand the contract without liability or in its discretion to deduct from the contract price or from proceeds, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - In the event of any delay or default due to acts of God, government authority, or public enemy, war, fire, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control, the party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such event or occurrence. At County's option, deliveries so omitted shall be made on a pro rata basis to the vendor upon decision of such contingency even though such might have been scheduled at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners that the Contractor, or any agent or representative of the Contractor, has received or been offered or given by the Contractor, or any agent or representative of the Contractor, any bribe or gratuity or any other pecuniary advantage in connection with the performance of this contract provided that the existence of the fact upon which the Board of County Commissioners or any duly authorized representative, duly authorized agent, shall be in issue and shall be resolved in any competent court. (b) In the event this contract is terminated as provided in paragraph (a), hereafter the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuity to any such other person; (c) The rights and remedies of the County provided in the clause shall not be construed to limit or in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any provisions hereof, in such event the Contractor shall be liable for damages including the excess cost of reprocuring such supplies or services, provided that (a) it is determined for any reason that the Contractor was not in default or (b) the Contractor's failure to perform is caused by his subcontractor's contract breach or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means all subcontractors at any tier.

24. TERMINATION FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County. If this contract is terminated, and is so terminated, the Contractor shall be compensated for goods delivered to the date of termination at the discretion of the County. To the extent that this contract is for services, and is so terminated, the County shall be liable only for payment in accordance with the payment schedule of a contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for money due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (15 USC 141). However, payments to an assignee of money under this contract shall not, to the extent provided in said act, as amended, be subject to recovery of set-off (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be as low or lower than those charged the purchaser's most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees to follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the contracting officer, advising the labor union or workers representative of the contractor's commitments under section 252 of Executive Order No. 11246 of September 24, 1965, and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all other rules, regulations, and executive orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with such rules, regulations, or orders the contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be held liable for further government action. In accordance with section 252 of Executive Order No. 11246 of September 24, 1965, the contractor's non-compliance may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or both as may be provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order authorized by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or vendor as the contracting agency may direct as a means of enforcing such provisions including suspension and debarment, provided, however, that in the event the contractor is required to suspend or debar a subcontractor or vendor as a result of non-compliance with the nondiscrimination clauses of this contract, the contractor may request the United States attorney for such jurisdiction to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin.

Paul

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 164749	Vendor Name: PBS&	C.O. Number: 2
Project Number: 08PR0102	P.O. Number: 281732	Date: 09/15/10
Department: PUBLIC WORKS/ENGINEERING	P.D. Number: 02.03.79.25.5.PW/PWM	

Notes for Modifying the Scope of Award:

Administrative Change Order for time only. Additional time in need for the A&E to provide construction administration services. Approximatley 20 months are expected to proceed through advertisement, bidding assistance and construction. The new completion date is May 15, 2012. Southwest Sector

Adding Dollars to Line Item No: <input type="text"/>	Adjustment: <input type="text"/>	Amount: <input type="text"/>
Deleting Dollars from Line Item No: <input type="text"/>	Adjustment: <input type="text"/>	Amount: <input type="text"/>

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Enc. Carried Forward P/O Total Dollars:	\$542,165.81
Net Dollars added or subtracted:	\$0.00
New Purchase Order Total Dollars:	\$542,165.81
Previous Total Dollars:	\$881,987.00
Net Dollars added or subtracted:	\$0.00
New Contract Total Dollars:	\$881,987.00

RECEIVED
 10 SEP 20 PM 3:55
 ESCAMBIA COUNTY
 PURCHASING DEPARTMENT

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
350233	56301	08PR0102		\$542,165.81

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: *[Signature]* Date: **9-15-10**

Contract Administrator's Certification & Approval: *[Signature]* Date: **9/21/10**

Office of Purchasing Review Agent: *[Signature]* Date: **9/20/10**

Bureau Chief: *[Signature]* Date: **9-21-10**

County Administrator's Approval: *[Signature]* Date: **9-21-10**

Phase VI CONSTRUCTION ADMINISTRATION

Atkins will provide prolonged Contract Administration Services to support the designated County Project Manager during construction of the Escambia County Southwest Sports Complex. Atkins will perform the following additional tasks:

Lump Sum Items

- A. **Utility Coordination** – Monitor Contractor activities associated with coordination with the various utility providers.
- B. **Contractor Quality Control** – Review and approve the Contractor Quality Control Plan. Monitor Contractor compliance with the plan.
- C. **Contractor Schedule** – Monitor Contractor compliance with the approved schedule. Coordinate with the Contractor to maintain an up-dated schedule.
- D. **Stormwater Pollution Prevention Plan (SWPPP)** – Monitor Contractor compliance with the SWPPP. Periodically perform an independent spot inspection by a FDEP certified inspector to monitor compliance with the approved permit requirements. Collect, review, and maintain copies of the Contractor's weekly inspections.
- E. **Maintenance of Traffic (MOT)** – Review the MOT plan and monitor Contractor compliance. Coordinate with the appropriate county agencies on potential impacts to traffic. Ensure appropriate public information notice has been provided. Notify the appropriate staff about issues of non-compliance. Collect, review, and maintain copies of the Contractor's weekly inspections.
- F. **Facility Construction** – Conduct site visits by the architect and engineer as necessary to review the vertical construction elements. Strobel & Hunter, Inc is the designated architect for the concession buildings.
- G. **Final Certifications** - Visit the site to certify to Escambia County that the Contractor(s) have completed the work in substantial compliance with the plans, permit/approvals and contract documents. In addition, required certifications and/or contract compliance statements shall be prepared and submitted to the appropriate regulatory agencies. The Contractor shall provide signed and sealed 'as-built' surveys for review and certification by ATKINS.

Allowance Items

- H. **Daily Activity and Reports** – Monitor Contractor activities on a daily basis or on a schedule as directed by the County Project Manager. When on site, prepare daily reports including a record of the weather and impacts, Contractors staff and equipment, work activities and any issues. Collect daily diaries and weekly summaries from the contractor.
- I. **Electrical Construction Activities** – Field reviews as necessary to monitor electrical construction work. Coordinate meetings, as necessary, with county and sports field lighting supplier to clarify issues.
- J. **Surveying and Testing** - Perform limited surveying and independent testing, as directed by the county project manager, to verify Contractor test results or elevations for key construction elements.

**Escambia County Sports Complex
Construction Administration - Estimate of Work
July 28, 2011**

Lump Sum Items		
A	Utility Coordination	\$3,600
B	Contractor Quality Control	\$4,400
C	Contractor Schedule	\$5,900
D	Stormwater Pollution Prevention Plan	\$7,800
E	Maintenance of Traffic	\$4,900
F	Facility Construction	\$29,500
G	Final Certifications	\$4,600
		\$60,700
Allowance items		
H	Daily Activity and Reports	\$66,200
I	Electrical Construction Activities	\$10,000
J	Surveying and Testing	\$10,000
		\$86,200
Total additional Construction Administration Requested		\$146,900

Escambia County - Southwest Sports Complex Design Fees Revised 7/28/2011			Supplemental Basic Services SA#1	SA#1 Contract Total	Additional Services SA#2	New Contract Totals
I	<u>Project Initiation, Data Collection & Investigation</u>					
	Kickoff Meeting, Program Statement, Opportunities and Constraints Exhibit	\$10,000				
	Wetland Delineation & Jurisdictional Wetland Determination	\$37,000				
	Threatened and Endangered Species Review	\$10,000				
	Archaeological Clearance (County will contract with UWF)	\$0				
	Geotechnical Engineering (Partial) (PSI)	\$8,265				
	Survey - Boundary, Wellands, Tree & Topographic (Pitman-Glaze)	\$137,265				
	Subtotal	\$202,530		\$202,530		
II	<u>Conceptual Park Planning</u>					
	Subtotal	\$45,857		\$45,857		
III	<u>Final Conceptual Park Planning</u>					
	Finalize conceptual master plan	\$34,782				
	Architectural Services	\$2,000				
	Subtotal	\$36,782		\$36,782		
IV	<u>Construction Documents and Permitting</u>					
	Construction Documents (30%, 80%, 100% submittals, specification preparation)	\$170,000	\$172,698			
	Detailed Construction Cost Estimates	\$10,000				
	Geotechnical Engineering (Final) (PSI)	\$40,000				
	Surveying - Geotechnical Borings	\$7,120				
	Surveying - Conservation Easements (Pitman-Glaze)(Limiting Amount)	\$6,000				
	Water and Sewer Design	\$20,000				
	Signal Design	\$10,000				
	Electrical Engineering and Lighting	\$36,000				
	Architectural Services (Strobel and Hunter)	\$10,000				
	Irrigation Design	\$7,500				
	Permitting - Conditional Use Approval For Zoning R-2	\$2,500				
	Permitting - Development Review Committee	\$8,000				
	Permitting - Stormwater Permitting (FDEP & NFWFMD)	\$9,000				
	Permitting - FDEP Wetland Resource Permitting and USACE	\$40,000				
	Subtotal	\$376,120	\$172,698	\$548,818	\$0	\$548,818
V	<u>Bidding</u>					
	Subtotal	\$8,000		\$8,000	\$0	\$8,000
VI	<u>Construction Administration</u>					
	Subtotal	\$40,000		\$40,000	\$146,900	\$186,900
	Total Cost	\$709,289	\$172,698	\$881,987	\$146,900	\$1,028,887
Basic Services: \$464,198 6.63% of \$7,000,000 Additional Services: \$564,689 Total Services \$1,028,887			Total Base Bid = \$8,825,691.10 (Panhandle Grading & Paving) Construction Administration Cost = \$186,900 CA Percentage of Base Bid = 2.12% Total Services Percentage of Base Bid = 11.66%			
Basic Services percentages are based on an estimated \$7,000,000 construction cost. Additional Services include: Master Planning, Soils Investigation/Reports, Surveys - Topographic & Boundary, Environmental assessments, Environmental/Site Permitting, Detailed Cost Estimates and Construction Administration						

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued

2. Approving Budget Amendment Request Number 290, Article V – Fund (115), in the amount of \$22,972, to provide funds to cover the additional personnel costs associated with unexpected leave payouts and the reclassification of an Information Technology position for Court Administration in Fiscal Year 2007-2008. 1836

3. Adopting the Resolution (*R2008-140*) approving Supplemental Budget Amendment Number 297, Other Grants & Projects (110/330459), in the amount of \$84,163, to recognize proceeds from the 2008 State of Florida, Division of Emergency Management, Domestic Security Grant, and unspent proceeds from the 2007 and 2006 Grants, and to appropriate these funds for various domestic security activities. 1836

4. Taking the following action concerning the Southwest Escambia County Sports Complex (Funding Source: Fund 351, LOST [*Local Option Sales Tax*] II, Cost Center 350213, Object Code 56301): 1836

A. Approving the Selection/Negotiation Committee Ranking for Professional Services for Southwest Escambia County Sports Complex, Task Order PD 02-03.79.25.5.PW/PMM (PD 07-08.045), as follows:

- (1) PBS&J
- (2) Hatch Mott MacDonald of Florida
- (3) DRMP
- (4) Baskerville-Donovan, Inc.

B. Awarding Task Order PD 02-03.79.25.5.PW/PMM, Professional Services for Southwest Escambia County Sports Complex, (reference number PD 07-08.045), per the terms and conditions of PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, to PBS&J as a lump sum amount of \$510,639, with an allowance of \$198,650, for Geotechnical and Surveying Services (total \$709,289).

PURCHASE ORDER NO. 281732

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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 P B S & J
 120 BECKRICH RD STE 230
 PANAMA CITY BEACH FL 32407-2516

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PARKS & RECREATION DEPARTMENT
 1651 EAST NINE MILE ROAD
 PENSACOLA FL 32514

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ATTN: ROBIN LAMBERT

ORDER DATE: 08/29/08	BUYER: PAUL NOBLES	REQ. NO.: 28001875	REQ. DATE: 08/28/08
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT JOY JONES AT 475-
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER PD 02-03.79.25.5.PW/PMM "PROFESSIONAL SERVICES FOR SOUTHWEST ESCAMBIA COUNTY SPORTS COMPLEX (REF NO 07-08.045) BCC APPROVAL 07/24/2008	709289.0000	709,289.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	709,289.00
01	350233 56301	709,289.00	08PR0102	TOTAL \$	709,289.00

APPROVED BY





**THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA**

Public Works Bureau

Joy D. Blackmon, P.E.
Bureau Chief

TASK ORDER - PD 02-03.79.25.5.PW/PMM

Professional Services for Southwest Escambia County Sports Complex

1.0 Authorization

This task order is issued in compliance with the provision of the code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts, and Office of Purchasing Policy and Procedure PP-101, Consultant Task Orders and the terms and conditions of PD 02-03.79. Professional Services as Governed by Florida Statute 287.055.

2.0 Scope

The scope of work includes design and preparation for the Southwest Escambia County Sports Complex is an approximately 217-acre project located on the southwest side of Escambia County, near the north end of Bauer Road. The project area is currently undeveloped. The scope includes the sports complex design, obtaining required permits, and development of construction drawings/documents for the project. Plan amenities will include youth athletic fields (baseball, softball, soccer and football), playground units, parking/access, site lighting, a stormwater management system, a nature trail and associated athletic buildings (prototypical concession/restroom and meeting/storage buildings).

See attached Scope of Services dated June 9, 2008.

3.0 Schedule

The work authorized herein shall be completed within 730 calendar days of the Notice to Proceed.

4.0 Compensation

This Task Order is issued as a lump sum amount of \$510,639.00, with an allowance of \$198,650.00 for Geotechnical and Surveying Services. Invoices may be submitted for monthly payments subject to the terms and conditions PD 02-03.79, Professional Services as Governed by Florida Statute 287.055.

5.0 Progress Meetings

The Engineer shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:

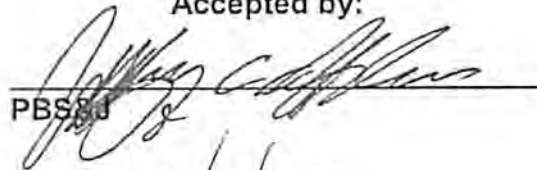


Escambia County, Florida

9/5/08

DATE

Accepted by:



PBS88

9/4/08

DATE

Exhibit "A"
Escambia County
SW Escambia County Sports Complex
Scope of Services
June 9, 2008

Project Description

The project scope includes a planning phase in which PBS&J will prepare two (2) alternative conceptual plans, develop one (1) consensus conceptual master plan for the SW Escambia County Sports Complex, and engage the community through two (2) public meetings to communicate these conceptual plans. Additionally, PBS&J will engage the Perdido Bay Youth Sports Association (PBYSA) as necessary during the planning and design process. Following the Planning Phase, Construction Documents, Permitting and Bidding Assistance and Construction Administration Services will be completed. The project will require a conditional use approval for the R-2 Zoning designation. The project scope includes taking the project through the Development Review Committee for approval. Additionally, necessary environmental and stormwater permits shall be obtained. Significant agency coordination is anticipated. Construction Administration services shall also be provided. It is understood that the County will pay for all permit fees including permitting application and review fees. As part of the project, PBS&J will search for grant opportunities for the park and aide the County in grant request submittals.

As part of this project, PBS&J will master plan the entire site, but will only design the amenities that are within the budget of the County. PBS&J will coordinate closing with the County as the project proceeds from the planning phase to the construction document phase.

The following is a preliminary listing provided by the County of amenities that are desired within the park, if possible. It is understood that until the planning process begins and spatial relationships are explored, an exact determination of park amenities cannot be made. Additionally, because of the sensitive nature of the site due to the large amount of wetlands present, it will be imperative to obtain a binding jurisdictional determination as quickly as possible so that the conceptual planning analysis can take the sensitive areas into account. As part of the planning process, a prioritization of the items on the following list shall be discussed:

Athletic Fields, including dugouts, bleachers, and press boxes:

- Tee Ball: 2 fields at 120 ft.
- Coaches Pitch: 2 fields at 150 ft
- Little League Fields: 3 fields at 215 ft.
- Pony League Fields: 2 fields at 250-260 ft.
- Softball Fields: 2 fields at 225 ft.
- Football Field: 1 field at 360 ft. x 160 ft.
- Soccer Fields (size and number will vary dependent upon open space availability)
- Options (if additional space is available):
 - Soccer Fields, or open space for practice fields that may become soccer fields in a future phase
 - Adult Baseball Field - 315 down the lines, 335 in gaps, 375 to center field (these dimensions can vary)

Additional Amenities:

- Clubhouse/Boardroom
- Two equipment storage rooms
- Two concession areas
- Walking/nature trails
- Playground(s)
- Pavilions with picnic areas
- Appropriate parking areas

The tasks necessary to complete these services are as follows:

Phase I: Project Initiation, Data Collection and Investigation

A. Project Initiation

1. **PBS&J shall conduct a project kick-off meeting with the County to identify required data and confirm project responsibilities including project monitoring, reporting, and communication procedures.**

B. Program Verification

1. **PBS&J has conducted a preliminary meeting with the County to review programming needs for this park and has based the following scope on that meeting. PBS&J shall provide additional input and recommendations that it believes may enhance the County's objectives and development requirements with respect to the project program.**
2. **PBS&J shall prepare a program statement that will summarize the consensus program for the development of the park property, and shall include specific definition of the park budget to be included in the base phase. This program statement shall be the basis for the preparation of the conceptual and final plans for the subject property.**

C. Site/Code Investigation

1. **PBS&J shall visit and photo document the project site, obtain pertinent existing site information from the County, and coordinate with other disciplines for information sharing.**
2. **PBS&J shall develop an opportunities and constraints exhibit for review with the County that includes a visual inventory of the site and an existing conditions analysis.**

Phase IA: Wetland Delineation/Binding Jurisdictional Determination

PBS&J shall conduct a formal wetland jurisdictional determination. The project area is approximately 217+/- acres and is currently an undeveloped parcel near the north end of Bauer Road. The wetland evaluation shall include a wetland data review, wetland delineation field work, GIS map production, and petition to the Florida Department of Environmental Protection (FDEP) for a Formal Determination of the Landward Extent of Wetlands and Other Surface Waters.

Wetland Data Review

PBS&J shall conduct a preliminary wetland assessment using a combination of existing data sources and photo-interpretation. Existing data sources to be utilized shall include:

- National Wetland Inventory data;
- NRCS/SCS Soil Surveys;

- Current aerial photographs;
- Historic aerial photography (if available);
- Jurisdictional Wetland Sketch dated March 3, 2008 provided to PBS&J by the County containing data collected by other consultants

Wetland Delineation Field Work

PBS&J shall perform a wetland delineation to establish a FDEP and U.S Army Corps of Engineers (USACE) wetland line associated with the project area. The delineation will approximate the FDEP jurisdictional wetland line using criteria established within 62-340, Florida Administrative Code, as a basis of review. The USACE jurisdictional line using the USACE 1987 Wetland Delineation Manual will also be established. There are two (2) different agencies that regulate wetlands in this area, the USACE and FDEP; however, the USACE regulatory rules tend to be the more inclusive of the two (2) delineation methodologies. It is anticipated that the USACE and FDEP wetland lines should approximate each other for this site. Should a separate USACE wetland line be required for the jurisdictional determination, these areas can be re-evaluated relative to areas of USACE jurisdiction. Preparation of additional maps and/or additional field visits required due to significant differences between the USACE and FDEP wetland jurisdictional boundaries, post issuance of a final agency action for a formal wetland determination, may be considered additional services.

PBS&J shall set flags at the location of the jurisdictional wetland boundary as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology). Flags will be labeled and their position recorded with a Trimble Pro XR Global Positioning System (GPS), a sub-meter accuracy instrument. Flags and GPS positions shall be recorded on intervals of roughly +/-50 feet depending on site conditions and line of site.

Following the field effort, draft exhibits depicting the jurisdictional wetland boundaries shall be prepared in a digital GIS format compatible with ArcView 9.1. Wetland flag locations shall be geo-referenced on the exhibits.

Wetland Delineation Deliverables

Task A: Formal Wetland Jurisdictional Determination Field Work, Mapping, and Application

1. PBS&J will perform a wetland identification of the 217 +/- acre project site, (estimated to be approximately five (5) miles of wetland line) and prepare a preliminary wetland identification map showing wetland flag locations in a digital GIS format compatible with ArcView 9.1.
2. One completed application/petition for submittal to FDEP for a Formal Determination of the Landward Extent of Wetlands and Other Surface Waters.
3. Two (2) copies of the point specific wetland identification maps with aerial maps at a scale of 1:200 with the property boundary shown, and arrows depicting general hydrologic flow on the site;
4. Two (2) copies of 1:200 scale aerial maps depicting soil data and inspection boundary (property boundary);
5. One (1) USGS quadrangle map of the project area with inspection boundary depicted.

Task B: Agency Confirmation

1. PBS&J will submit an application to the FDEP for an approved jurisdictional determination of wetlands;
2. PBS&J will attend field visit days with the FDEP. It is anticipated that six (6) field visits will be required.
3. Following field verification, PBS&J will revise supporting data as required.
4. The final approved wetland boundary locations will be required to be surveyed by a registered land surveyor for submittal to the FDEP. PBS&J will submit five (5) copies of the specific purpose survey for final approval by the FDEP.
5. Upon final approval of the jurisdictional wetland determination by the FDEP, the FDEP will provide information for publishing in a newspaper of regional circulation a notice of intent by the FDEP to issue final agency action. The applicant (Escambia County) will be required at their own expense to publish a notice of intent by the FDEP to issue final agency action on the wetland determination. PBS&J will provide the notice of intent for regional circulation in an appropriate newspaper and pay the fees for the cost of publishing. Application fees for the binding jurisdictional determination shall be paid by the County.

Phase IB: Threatened and Endangered Species Review**Threatened and Endangered Species Review**

PBS&J will conduct a review of listed threatened and endangered (T&E) species for the roughly 217 +/- acre undeveloped property located in Escambia County. This task will include review of Florida Natural Areas Inventory (FNAI) element occurrence data and a standard FNAI report for the site; information request letters to be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS); and a brief field review of the site to augment listed species data collected from existing sources and site information obtained during proposed wetland surveys of the property. A summary report will be prepared indicating known and/or potential listed T&E species occurrences and habitat on the site, any potential listed species issues or considerations related to site development, and recommendations for any more detailed species-specific surveys or listed species permitting that may be required (if any). Field work / site visits under this scope will be limited to two (2) field days. The scope for this task does not include specialized surveys or monitoring of particular listed species, seasonal surveys, agency coordination (other than the information request letters described above), listed species permitting or approvals, or any listed species mitigation activities.

Deliverables

Deliverables shall include the following:

Threatened and Endangered Species Review

- A brief report describing the listed species review and findings;
- A copy of the standard FNAI report requested for the project;
- A copy of correspondence with FFWCC and the USFWS;
- A list of potential endangered and threatened species occurring in Escambia County;
- A map of any listed species occurrences documented on the site (with GPS coordinates).

Phase II: Conceptual Park Planning

- A. Based upon the data collection, park program, and opportunities and constraints analysis, PBS&J shall prepare two (2) graphic concept plans (including image/theme boards as appropriate) for the park site.
- B. Each concept will depict potential phases, if applicable, with a base phase agreed upon between PBS&J and the County that remains within the current park budget. Preliminary cost estimates will be provided for each concept.
- C. PBS&J shall meet with the County to review the concepts. PBS&J will provide the County with a total of three (3) color mounted boards, one (1) for each concept plan, and one (1) theme board.
- D. PBS&J shall participate in one (1) day of "focus group" meetings with stakeholders such as Commissioner Valentino, Perdido Bay Youth Sports Association (PBYSA), etc. to present the concept plans, after review and approval by County staff.
- E. In conjunction with the County, PBS&J shall hold a public meeting for the purpose of gathering comments regarding the concept plans. This meeting shall occur within two (2) days of the focus group meetings above. The public meeting shall include a 'dot voting' exercise on amenity preferences by the meeting attendees.
 - 1. PBS&J shall coordinate the public meeting, including advertisement in a local newspaper, and the provision of light refreshments for attendees.
 - 2. PBS&J shall work with County staff to secure an appropriate facility for the meeting. Cost of the advertisement will be paid by PBS&J.
- F. PBS&J shall meet with County staff the day after the public meeting to review the public input and to then decide on the final park programming to be included in the final conceptual master plan.

Phase III: Final Conceptual Master Plan

- A. PBS&J shall revise and finalize the park program statement.
- B. Based upon input from the conceptual park planning phase, a final conceptual master plan that graphically describes the intent of the project shall be developed. Footprints for Escambia County standard park buildings shall be incorporated into the design. PBS&J will utilize Strobel and Hunter for architectural services on the project. PBS&J will coordinate with Strobel and Hunter regarding existing prototypical recreation building footprints. Strobel and Hunter will provide scaled building footprints and building cost information.
- C. An opinion of probable construction cost shall be developed for the park's base phase as well as for full build-out based upon the final concept plan. The base phase shall be within the current park budget.
- D. PBS&J shall meet with the County to review the conceptual master plan and opinion of probable construction cost. PBS&J shall provide the County with one (1) color mounted final conceptual master plan board.
- E. PBS&J shall present the final conceptual master plan at a public meeting.
 - 1. PBS&J shall coordinate the public meeting, including advertisement in a local newspaper and the provision of light refreshments for attendees. Cost of the advertisement and refreshments will be paid by PBS&J.
 - 2. PBS&J shall work with County staff to secure an appropriate facility for the meeting.
- F. PBS&J shall present the final conceptual master plan to the Board of County Commissioners.

PBS&J

Phase IV: Construction Documents and Permitting

Construction Documents for the base phase only shall be prepared utilizing ACAD at an appropriate scale. Construction Documents shall not be prepared for future phases. The Construction Documents will be designed to adhere to the Americans with Disabilities Act (ADA) and other applicable County standard park details. The plans shall generally consist of the following information and shall be prepared to meet Development Review Committee Requirements:

- Key Map, General Notes, Hardscape, Landscape and Amenity Specific Notes, Furnishings Schedules
- Site Plan, including legal description and Project Boundary
- Project Layout Sheet
- Plan view of the site depicting wetlands, including wetlands that will be impacted
- Drainage Plan Sheets
- Grading Plan Sheets, including parking lot and stormwater facilities
- Stormwater Facilities Details
- Roadway Plan & Profiles for the Bauer Road Improvements and Entrance Road
- Typical Sections for the Roadways and Parking Lots
- Cross Sections for the Roadway
- Signalization Plans Sheet
- Mast Arm Pole Schedule Sheet
- Signalization Details and General Notes
- Striping Plan for the Bauer Road Work and Parking Lots
- Erosion Control Plans for Bauer Road and the Park Site including Stormwater Pollution Prevention Plans
- Utility Adjustment Plans for the Bauer Road improvements
- Potable Water Plan
- Sewer Plan
- Existing Prototypical Building Plans including bathrooms, concessions and pavilions
- Site Electrical Plan including Site Lighting, Details and Power Service Details to the Site
- Site Details and General Notes
- Landscape Plans and Details
- Hardscape Plans and Details
- Irrigation Plans and Details, including well performance specification
- Site Furnishings and Amenities Plans and Details

A. 30% Construction Documents (Design Development)

1. Prepare Design Development (30%) documents. The documents shall show preliminary plan and elevation data for the site including the location of all wetlands. Utility information shall be obtained for the roadway portion of the project. Geotechnical investigations will commence at the completion of this phase. The documents shall show the location of amenities, hardscape features, and plant material, and shall include preliminary material schedules. A representative landscape palette for proposed trees, shrubs, and groundcover shall be included. Sketches and elevations shall be provided for proposed amenities and hardscape features, including critical dimensions and material call-outs. Five sets of construction documents will be delivered to the County.

2. Update Preliminary Opinion of Probable Cost from conceptual master plan for base phase only.
3. Provide to County for review and comment before proceeding. County review period is expected to be approximately two (2) weeks.

B. 80% Construction Documents

1. Prepare 80% Construction Documents. The construction documents shall show the amenities, hardscape, and landscape elements at the appropriate scale. The plan view and elevation data should be finalized in sufficient detail to allow the project to proceed into permitting. Lighting plans, water, sewer, signal, and building drawings should be included in this submittal. Geotechnical data should be obtained by this phase. The landscape plans shall include appropriate amenity, hardscape, and landscape material schedules, proposed quantities and size specifications, and related details. Utility coordination will be required so that no conflicts exist for the roadway portion of the project. Five (5) sets of construction documents will be delivered to the County.
2. Preliminary irrigation construction documents at an appropriate scale for a fully automatic irrigation system. The plans shall include a materials schedule, proposed quantities and size specifications, and appropriate irrigation details.
3. Provide Preliminary Written Specifications.
4. Update Opinion of Probable Cost from the 30% submittal for the base phase only.
5. Provide documents to County for review and comment before proceeding. County review period is expected to be approximately two (2) weeks.

C. 100% Construction Documents/Issue for Bid

1. Prepare 100% Construction Documents. The construction documents shall be at an appropriate scale for the amenities, hardscape, and landscape elements. The plans shall include appropriate amenity, hardscape, and landscape material schedules, proposed quantities and size specifications, and related details. The civil site drawings and all components should be finalized and ready for bidding. Utility coordination will be required so that any affected utilities are relocated by the utility companies and adequate notes are provided on the construction drawings. Five (5) sets of construction documents will be delivered to the County.
2. Prepare 100% irrigation construction documents at an appropriate scale for a fully automatic irrigation system. The plans shall include a materials schedule, proposed quantities and size specifications, and appropriate irrigation details with final head layout, pipe layout, and irrigation zoning.
3. Provide Final Written Specifications. A performance specification shall be provided for irrigation well design.
4. Final Opinion of Probable Cost for base phase only.
5. Provide to County for review. County review period is expected to be approximately two (2) weeks.

Phase IVA: Geotechnical Investigations and Engineering

PBS&J will utilize Professional Service Industries (PSI) for the geotechnical exploration, lab testing and geotechnical engineering for the project. PSI's evaluation will include evaluating

roadway improvements on Bauer Road, mast arm foundations, fill requirements/recommendations for the site, and new pavement design throughout the park. PSI will evaluate foundation conditions for the structures in the park and the high and mid-mast lighting around the ball fields. PSI will evaluate the subsurface conditions and drainage characteristics of the soils in the park including an evaluation of the seasonal high water table elevations across the site. PSI will prepare a report that summarizes the data collected, lab testing performed and recommendations regarding each aspect of the project described above. The geotechnical efforts on the project will be limiting amount, not to exceed.

Phase IVB: Surveying: Boundary Survey, Specific Purpose Wetland Survey, Tree Survey and Topographic Survey

PBS&J will utilize Pittman, Glaze and Associates, Inc. (PGA) to conduct survey activities on the project site. PGA will review any survey data provided by the County and incorporate the information as applicable. PGA will establish Horizontal and Vertical Control and pick up topographic features on the project site and within the limits of the roadway improvements. Additionally, utility locates will be called in and locations surveyed. Significant trees and above ground appurtenances will be surveyed. Wetland flagging and geotechnical boring locations will be located within the project limits. A boundary survey with a legal description will be provided to the County. A specific purpose wetland survey will be provided for the binding jurisdictional determination. Baselines for the project will be established and referenced in the field.

Conservation Easement Preparation

As deemed necessary, Pittman, Glaze and Associates, Inc. (PGA) has estimated delivery of two (2) separate Conservation Easements with a legal description. Boundary Surveys for a 4,200 linear feet easement with the legal description and a 2,000 linear feet easement with the legal description. These estimates were based off of the jurisdictional wetland sketch prepared on March 3, 2008 by Wetland Sciences, provided to PBS&J by the County.

The surveying efforts on the project will be limiting amount, not to exceed.

Phase IVC: Water and Sewer Design

PBS&J will design the water and sewer facilities to support the amenities at the park site. It is anticipated that a grinder station and force main will be required. PBS&J will prepare the construction drawings and coordinate with ECUA. It is anticipated that a fire hydrant will be required on the park site near the concession stands. PBS&J assumes that ECUA's existing facilities will handle the capacity needs. If ECUA has capacity issues, PBS&J will work with the County to explore options. PBS&J shall provide shop drawing review and address any questions during construction.

Phase IVD: Electrical Engineering & Lighting Design

PBS&J will provide the Lighting and Electrical Design and electrical/lighting specifications for the project. PBS&J will coordinate with Strobel and Hunter regarding their energy demand for the prototypical park buildings and irrigation designer to determine the power requirements for the site. PBS&J will prepare the electrical construction documents for the site including ball fields, score boards, entrance road lighting and parking lot lighting. PBS&J will coordinate with government agencies and Gulf Power regarding the site requirements and include appropriate information on the construction drawings. It is assumed that the power company shall provide adequate utilities to serve the site. Communication and Control Systems shall be provided by the

County. The electrical drawings shall show empty conduit for the communication lines. Owner provided equipment shall operate at 480Y/277V or 208Y/120V as required. Electrical and Communication space shall be provided.

Phase IVE: Irrigation Design

PBS&J shall provide irrigation design and construction drawings for the park ball fields and site. PBS&J shall prepare the irrigation design and the well design performance specification for the project. PBS&J will submit the application for the Water Use Permit. All permit fees will be paid by the County.

Phase IVF: Signal Design

PBS&J will design at a minimum a traffic signal which operates in flashing mode or other configuration deemed necessary by the County. If approved by the County, PBS&J shall design the signal to include mast arms due to the close proximity to the coast. PBS&J shall comply with applicable County manuals and guidelines.

Phase IVG Architectural Services

PBS&J will utilize Strobel and Hunter for architectural services on the project. Strobel and Hunter will site adapt the County's prototypical park buildings to this site after geotechnical information is provided. It is anticipated that four (4) buildings will be included on the site. Strobel and Hunter's fee for each of the buildings includes coordination with the civil engineer, bidding administration, power requirements and project representation during construction. If building modifications are required beyond the existing prototypical park buildings, the County will negotiate with Strobel and Hunter regarding any additional fee requirements.

Phase IVH: Permitting – Zoning, Development Review Committee, Stormwater & Wetland Resource Permits USACE & FDEP/NFWFMD

Task 1: PBS&J shall prepare necessary documents and coordinate with County staff regarding the conditional use approval.

Task 2: PBS&J shall prepare all necessary documents and coordinate with County staff to submit the project for approval to the Development Review Committee (DRC). PBS&J will set up a pre-application meeting for the project. PBS&J will make the appropriate submittals and attend the DRC meeting for the project. PBS&J will address comments from the DRC and coordinate as necessary. PBS&J will perform the analysis necessary to ensure that the project meets traffic concurrency issues.

Task 3: PBS&J shall prepare necessary documents and coordinate with the FDEP and NFWFMD as necessary regarding the stormwater requirements for the Environmental Resource Permit. This task will involve two (2) pre-application meetings; one (1) with the Northwest Florida Water Management District (NFWFMD) staff and one (1) with Florida Department of Environmental Protection (FDEP) staff. This task includes requests for additional information (RAI's) from the reviewers.

Task 4: FDEP Wetland Resource Permit and USACE Permitting

PBS&J will conduct Florida Department of Environmental Protection (FDEP) Wetland Resource Permit (WRP) and U.S. Army Corps of Engineers (USACE) permitting activities to include the following subtask items:

- A. Attend pre-application meetings with FDEP and USACE:**

PBS&J will attend two (2) pre-application meetings with FDEP and the USACE to outline the proposed project and solicit agency feedback on issues or concerns that will need to be addressed in the permit application and during the review process. One pre-application meeting is to be conducted with the agencies upon submitting the wetland jurisdictional determination application. This brief meeting will be strategic to developing a communication link to the agencies to discuss possible project impacts. Another pre-application meeting is proposed for communicating with the agencies prior to dredge and fill application submittal.
- B. Coordination with Site Plan Development:**

Environmental staff will conduct coordination with the project engineer throughout the permitting process to address engineering and design related aspects of avoidance and minimization, wetland impacts, stormwater, water quality, permit applications and drawings, agency field visits, RAI responses, agency coordination and negotiation, etc.
- C. Prepare and submit joint permit application:**

Once final agency action has been issued for the formal jurisdictional wetland determination, PBS&J will prepare and submit the Joint Application for Works in the Waters of the State of Florida and supporting documentation to the agencies on behalf of the County. The permit application will include permit drawings, as required by the agencies. Permit drawings will be provided and signed/sealed by the project engineer, as required. Digital design files will be provided in real space, State Plane, NAD83, and U.S. survey feet. The County will be responsible for all permitting fees.
- D. Prepare wetland functional assessments:**

PBS&J will prepare a wetland functional assessment of the project site and proposed mitigation area using the Uniform Mitigation Assessment Method (UMAM) as required by FDEP and the USACE. This will include a secondary/indirect impact analysis if required by the agencies.
- E. Agency site visits:**

PBS&J will conduct on-site field visits with FDEP and USACE to review the project site and/or the proposed mitigation area.
- F. Prepare responses to Requests for Additional Information (RAI's):**

PBS&J will coordinate responses to RAI's or positions letters from FDEP and USACE in letter format. PBS&J will address RAI questions related to natural resource concerns and environmental sciences, and will coordinate with the project engineer who will be responsible for addressing any questions related to project engineering, design, stormwater, utilities, etc. (including engineering calculations and drawings). PBS&J will combine and integrate responses from the parties for final submission to the agencies, as approved by the County. If additional responses to agency requests or questions are needed, additional services may be required. Also, if the agencies request or require information or analyses not covered elsewhere in this proposed scope, additional services may be required.
- G. Prepare a mitigation plan:**

PBS&J will prepare a mitigation plan consistent with the USACE's Mitigation Plan Checklist.

H. Agency coordination:

PBS&J will coordinate with the regulatory agencies during the permit review process. Coordination will include meetings with FDEP and USACE to assist with permit review and negotiation. Coordination will also include typical phone and email correspondence with the agencies.

This scope and budget assumes the project site is approximately 217 +/- acres in total size and that project impacts will be primarily including roadway crossings, youth athletic fields (baseball, softball, soccer and football), playground units, parking/access, site lighting, a stormwater management system, a nature trail and associated athletic buildings. This scope also assumes the master plan and project layout and design (including boardwalks and trails) will not undergo major revisions following the initiation of the permit application development process and the application submittal. Phase IB of this scope includes a limited state and federal listed species survey. Detailed Agency consultations, permitting, monitoring, or management plans have not been included in the scope. Also, this scope does not include an environmental assessment, which is typically completed by the USACE based on project submittals (for NEPA compliance). This scope does not include identification of mitigation areas offsite from the project area (if required), and does not include mitigation design, implementation, or monitoring, which may or may not be required by the agencies. Finally, this scope does not include post-permitting compliance and monitoring support. These items can be added as additional services, if required.

Deliverables

Deliverables under this task are:

- **Joint dredge and fill permit application;**
- **Wetland functional assessment report (JMAM analysis);**
- **RAI responses and**
- **Mitigation plan.**

Phase V: Bidding

- A. PBS&J will provide the County a paragraph describing the project, including a listing of licensing requirements necessary for bidding as a lump sum, with potential bid alternates. PBS&J will provide specifications that are limited to only what is included within the construction documents. The County shall provide all 'up-front' language necessary for bidding.**
- B. PBS&J will participate in a pre-bid meeting.**
- C. PBS&J will respond to bidder questions through the County.**
- D. The County will analyze bids and recommend award.**

Phase VI: Construction Administration

Construction Administration services shall be provided that may include the items listed below:

- A. Periodic construction administration site visits shall be performed on the average of one (1) visit per week throughout the duration of the construction process (Construction time assumed to be twelve (12) months) (One site visit by the Civil Engineer and visits by the Landscape Architect on an as needed basis). The site visits shall monitor the work for general conformance with the construction plans and specifications. Deficiency reports and punch lists shall be prepared in a timely manner and provided to the County for review. Final construction administration site visits shall be conducted to determine if the project has been completed substantially in accordance with the contract documents.**

- B. A pre-construction meeting with the selected contractor shall be conducted.
- C. Assistance shall be provided with the tagging of trees/shrubs at nurseries (3 nursery visits are included within this scope).
- D. Shop drawings and/or material submittals shall be reviewed and approved for conformance with design concepts and information given in the technical specifications.
- E. Assistance shall be provided in review of contractor change orders.
- F. Assistance shall be provided in responding to contractor issuance of requests for information.
- G. Assistance shall be provided in responding to and approving contractor pay requests.
- H. 'As-built' drawings provided by the contractor shall be reviewed and then provided to the County within 60-days of final acceptance.

Additional Services

Additional Services must be authorized by the County in writing, in which event PBS&J shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by the County other than those specifically listed above shall be considered additional services. Additional services may include but are not necessarily limited to the following items:

- A. Providing services to investigate existing conditions or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the County, other than as is specifically provided for under this Scope of Services.
- B. Preparing documents for out-of-sequence services requested by the County.
- C. Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of PBS&J.
- D. Providing services of professional consultants other than as is specifically provided for under this scope of services.
- E. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to, and/or described within, this scope of services.
- F. Any changes or modifications required due to changes in the program and/or the site plan directed by the County.

- G. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.**
- H. Providing assistance or preparation of additional documentation required for legal transactions, including sale of property or preparation of lease agreements.**
- I. Phase I or II Environmental Audits.**
- J. State and federal listed species surveys beyond the scope indicated. Listed species consultations, dredge and fill permit monitoring, environmental management plans, or mitigation plans for listed species.**
- K. Environmental Assessment (EA), which is typically completed for the USACE based on project submittals (for NEPA compliance).**
- L. Mitigation design, implementation, or monitoring, which may be required by the agencies.**
- M. Providing additional color mounted presentation boards other than specified in this scope.**

Client's Responsibilities

- A. Designate, in writing, a person to act as the County's representative to coordinate the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions.**
- B. The County shall pay all filing and approval or permit fees, printing costs for approvals, permits, bid proposals, and construction documents.**
- C. The County or their contractor shall provide 'As-built' surveys necessary for final certification of construction.**
- D. Provide all existing traffic count data.**
- E. Archeological clearances will be handled by Escambia County.**
- F. Provide all existing survey information available for Bauer Road.**
- G. Coordinate additional architectural services if prototypical buildings require modification.**

**Escambia County - Southwest Sports Complex
Design Fees**

I	<u>Project Initiation, Data Collection & Investigation</u>		
	Kickoff Meeting, Program Statement, Opportunities and Constraints Exhibit (Lump Sum)	\$10,000	
	Wetland Delineation & Jurisdictional Wetland Determination (Lump Sum)	\$37,000	
	Threatened and Endangered Species Review (Lump Sum)	\$10,000	
	Geotechnical Engineering (Partial) (PSI) (Limiting Amount)	\$8,265	
	Survey - Boundary, Wetlands, Tree & Topographic (Pitman-Gleaze) (Limiting Amount)	\$137,285	
	Subtotal		<u>\$202,630</u>
II	<u>Conceptual Park Planning - (Lump Sum)</u>		
	<u>Final Conceptual Park Planning</u>		
	Finalize Conceptual Master Plan (Lump Sum)	\$34,782	
	Architectural Services (Strobel and Hunter) (Lump Sum)	\$2,000	
	Subtotal		<u>\$36,782</u>
IV	<u>Construction Documents and Permitting</u>		
	Construction Documents (30%, 60%, 80%, 100% submittals, specification preparation) (Lump Sum)	\$170,000	
	Detailed Construction Cost Estimates (30%, 60%, 80%, 100% submittals) (Lump Sum)	\$10,000	
	Geotechnical Engineering (Final) (PSI) (Limiting Amount)	\$40,000	
	Surveying - Geotechnical Borings/Establishment of Alignments (Pitman-Gleaze) (Limiting Amount)	\$7,120	
	Surveying - Conservation Easements (Pitman-Gleaze) (Limiting Amount)	\$6,000	
	Water and Sewer Design (Lump Sum)	\$20,000	
	Signal Design (Lump Sum)	\$10,000	
	Electrical Engineering and Lighting (Lump Sum)	\$38,000	
	Architectural Services (Strobel and Hunter) (Lump Sum)	\$10,000	
	Irrigation Design (Lump Sum)	\$7,500	
	Permitting - Conditional Use Approval For Zoning R-2 (Lump Sum)	\$2,500	
	Permitting - Development Review Committee (Lump Sum)	\$8,000	
	Permitting - Stormwater Permitting (FDEP & NWFVMD) (Lump Sum)	\$8,000	
	Permitting - FDEP Wetland Resource Permitting and USACE (Lump Sum)	\$40,000	
	Subtotal		<u>\$376,120</u>
V	<u>Bidding (Lump Sum)</u>		
	Subtotal		<u>\$8,000</u>
VI	<u>Construction Administration (Lump Sum)</u>		
	Subtotal		<u>\$40,000</u>
	Grand Total		<u>\$709,289</u>

Basic Services Total - Lump Sum - \$510,639
Limiting Amount Total - Not to Exceed - Geotechnical Services, Surveying Services - \$198,650



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1181

County Administrator's Report Item #: 11. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/18/2011

Issue: Resolution for Reduction of Fees in the Development Services Department

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Review of a Resolution to Reduce Fees 30 % within the Development Services Department - T Lloyd Kerr, AICP, Development Services Department Director

That the Board review and adopt the proposed fee reduction Resolution for the Development Services Department, which reduces fees 30% (Development Review Committee Fees and Planning and Zoning Fees).

BACKGROUND:

The attached fee resolution shows the proposed fees associated with the Development Services Department. As a way to assist the citizens of Escambia County during this time of economic decline, the Board has directed the department to reduce some of their fees in an effort to encourage growth and development in Escambia County.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account assesseby by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attached Resolution was reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Resolution to which they pertain.

PERSONNEL:

No additional personnel are needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Once the Board has approved the resolution, the department will implement the fee schedule on October 1, 2011.

The proposed resolution was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Resolution for Reduction of Fees

RESOLUTION R2011 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REDUCING CERTAIN PLANNING AND ZONING FEES AND DEVELOPMENT SERVICES FEES BY THIRTY PERCENT (30.0%) FOR FISCAL YEAR 2011/12; INCREASING THE SAME FEES BY 10.0% PER ANNUM FOR FISCAL YEARS 2012/13, 2013/14, AND 2014/15; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that declines in the local economy and construction industry continue to threaten the welfare of the citizens of Escambia County; and

WHEREAS, in 2007, the Board adopted Resolution R2007-159, which established a schedule of fees for certain functions performed by its Development Services Department; and

WHEREAS, the Board finds that a reduction in certain of these fees would encourage economic growth and accelerate development activity; and

WHEREAS, the Board accordingly finds that reducing certain fees would serve the general health, safety, and welfare of the citizens of Escambia County.

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

Section 1. The above recitations are true and correct and are hereby adopted.

Section 2. That the Board of County Commissioners shall reduce the fees for certain Development Services functions by thirty percent (30.0%) for fiscal year 2011-2012.

The fee schedule for these reductions is attached and incorporated as Exhibit "A" to this Resolution. This fee schedule shall amend any fees for the same services established by Resolution R2007-159.

Section 3. That the fees listed on Exhibit "A" shall be increased annually by ten percent (10.0%) for each of the next three fiscal years starting October 1, 2012.

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

ADOPTED this _____ day of August, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

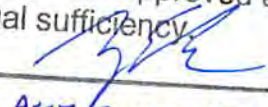
(Seal)

This document approved as to form
and legal sufficiency

By

Title

Date



Asst. County Attorney

AUG. 11, 2011

**Exhibit A
FY 2011/12: 30% DECREASE**

DRC FEES			
Fee Code	Permit Type	2011 Fee	30% Decrease
DPS_MAJOR	Site Plan - Major	\$2,500.00	\$1,750.00
DSP_MINOR	Site Plan - Minor	\$1,000.00	\$700.00
DSD_PRELIMPLAT	Preliminary Plat	\$1,000.00	\$700.00
DSD_FINAL_PLAT	Final Plat	\$1,000.00	\$700.00
WLM_STRMWTR	Stormwater Management Plan	\$250.00	\$175.00
NLM_LAND_DST	Land Disturbance Permit	\$250.00	\$175.00
DSD_UNPLATTED	Minor Subdivision (LPU)	\$750.00	\$525.00
PLANNING AND ZONING FEES			
Fee Code	Permit Type	2011 Fee	30% Decrease
ZREZONING	Rezoning Request	\$1,500.00	\$1,050.00
ZPHREZMULT	Rezoning (Multiple Parcels)	\$2,500.00	\$1,750.00
ZPREZONEADDL	(each additional parcel)	\$100.00	\$70.00
ZBOA_VARIANCE	BOA Variance	\$500.00	\$350.00
ZBOA_COND_USE	BOA Conditional Use	\$1,500.00	\$1,050.00
ZBOA_APPEAL	BOA Administrative Appeal	\$800.00	\$560.00
ZBOA_VESTED	BOA Vested Rights	\$800.00	\$560.00
ZBOA_DO_EXT	BOA Development Order Extension	\$250.00	\$175.00
ZPHCOMPPLAN	PB Large Scale Amendment	\$3,500.00	\$2,450.00
ZPB_SSCOMPPL	PB Small Scale Amendment	\$2,500.00	\$1,750.00
ZPB_INTERPRE	PB Request for Interpretation	\$250.00	\$175.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1264

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

BCC Regular Meeting

Action

Meeting Date: 08/18/2011

Issue: Scheduling a Public Hearing Amending the Code of Ordinances Relating to the Regulation and Control of Animals in Escambia County

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing amending Chapter 10, Article I, Sections 10-3, 10-5, 10-7, 10-11, 10-12, 10-16, 10-23 and 10-24 of the Escambia County Code of Ordinances relating to the regulation and control of animals in Escambia County.

That the Board authorize scheduling a Public Hearing for September 1, 2011 at 5:32 p.m. to consider an ordinance amending multiple provisions of Chapter 10, Article I, of the Escambia County Animal Control Ordinance.

BACKGROUND:

The Office of the County Attorney is requesting that the Board authorize scheduling a public hearing to consider amending multiple provisions of the Animal Control Ordinance necessitated, in part, to conform with state laws governing dangerous dogs. Other proposed amendments were upon recommendation from the animal services advisory committee (ASAC) and staff to promote animal safety, regulation and control in the County. ASAC has reviewed the proposed amendments

As proposed, definitions found in Section 10-3 will be amended to define additional terms and include a revised definition of dangerous and vicious animal to conform with state law. Section 10-5, relating to the authority of impounding officers, will be expanded as to the impoundment of unlicensed animals. Section 10-7 will be amended to revise the relevant grounds for issuance of citations. Prohibited animal nuisances, as set forth in Section 10-11, will be modified to provide greater specificity as to alleged nuisances, including noise violations. Section 10-12 will be revised to clarify the requirements of direct control over animals. Restrictions relating to tethering, as provided in Section 10-16, will be modified. Section 10-23 providing penalties related to dangerous or vicious animals will be amended to conform with state law. Finally, requirements relating to formal complaints for violations set forth in Section 10-24 will be revised to require only one complaint to initiate an investigation, unless relating to alleged noise violations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual drafted the proposed ordinance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance Draft

1 *Animal control authority* means an entity acting alone or in concert with other
2 local governmental units and authorized by them to enforce the animal control laws of
3 the city, county, or state. In those areas not served by an animal control authority, the
4 sheriff shall carry out the duties of the animal control authority under this chapter.

5 *Animal control officer* means any person duly employed or appointed who is
6 authorized to investigate, on public or private property, and to issue citations as
7 provided in this chapter. An animal control officer is not authorized to bear arms or
8 make arrests.

9 *Animal enclosure* means any pet store, pet shop, animal shelter, kennel, animal
10 rescue organization facility, sty, barnyard, impoundment area or other area where
11 animals are housed and kept, whether for retail, breeding purposes or as household
12 pets.

13 *Animal Rescue Organization* means a humane society or other nonprofit
14 organization that is: dedicated to the protection of animals; duly registered with the
15 Florida Department of State and the Florida Department of Agriculture and Consumer
16 Services; and properly organized as a charitable organization under § 501(c)(3) of the
17 Internal Revenue Code.

18 *Animal shelter* means the offices of the animal control officer where an
19 impoundment area for animals is provided.

20 *Barnyard animals* means all animals of the equine, bovine or swine class and
21 includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

22 *County commissioners* means the board of county commissioners of the
23 county.

24 *Cruelty* means any omission, or act of neglect, torture or torment that causes
25 unjustifiable pain or suffering of an animal.

26 ~~*Dangerous or vicious animal* means any animal which shall bite or in any~~
27 ~~manner attack or attempt to attack or kill any person or domestic animal, shall be~~
28 ~~deemed a dangerous and vicious animal, except that no animal shall be deemed~~
29 ~~dangerous or vicious if any person or domestic animal is unlawfully upon the owner's or~~
30 ~~keeper's premises. Any dog that has been used primarily or in part for the purpose of~~
31 ~~dog fighting, or is a dog trained for dog fighting shall be deemed as a dangerous or~~
32 ~~vicious animal. that according to the records of the appropriate authority:~~

33 (a) Has aggressively bitten, attacked, or endangered or has inflicted
34 severe injury on a human being on public or private property;

35 (b) Has more than once severely injured or killed a domestic animal while
36 off the owner's property;

37 ~~(c) Has been used primarily or in part for the purpose of dog fighting or is~~
38 ~~a dog trained for dog fighting; or~~

39 (dc) Has, when unprovoked, chased or approached a person upon the
40 streets, sidewalks, or any public grounds in a menacing fashion or
41 apparent attitude of attack, provided that such actions are attested to in a
42 sworn statement by one or more persons and dutifully investigated by the
43 appropriate authority.

44 *Direct control* means immediate, continuous physical control of an animal at all
45 times such as by means of a fence, leash, cord, or chain of such strength to restrain the
46 same. In the case of specifically trained or hunting animals which immediately respond

1 to such commands, direct control shall also include aural and/or oral control, if the
2 controlling person is at all times clearly and fully within unobstructed sight and hearing
3 of the animal.

4 Harbor(ing) means to provide care, shelter, protection, refuge, and/or
5 nourishment to an animal.

6 *Hobby breeder* means any person who owns or breeds purebred dogs or
7 pedigreed cats primarily for personal recreational use. Personal recreational use may
8 include participation in recognized conformation shows, hunting, field or obedience
9 trials, racing, specialized hunting, working or water trials, and may include improving the
10 physical soundness, temperament, and conformation of a given breed to standard or for
11 the purpose of guarding or protecting the owner's property.

12 *Impounding officer* means the county administrator or his designee.

13 *Livestock* means all domestic animals kept for use on a farm or raised for sale
14 and profit.

15 *Livestock officer* means the sheriff or his designee.

16 *Owner* means any person, firm, corporation or organization possessing,
17 harboring, keeping, or having control or custody of an animal or, if the animal is owned
18 by a person under the age of 18, that person's parent or guardian.

19 *Pet shop* means any place or premises at which the primary purpose is the
20 keeping of pet animals, exclusive of those animals regulated and controlled by the state
21 fresh water fish and game commission, for retail or wholesale purchase.

22 *Proper enclosure of a dangerous dog* means while on the owner's property, a
23 dangerous dog is securely confined indoors or in a securely enclosed and locked pen or
24 structure, suitable to prevent the entry of young children and designed to prevent the
25 animal from escaping together with visible signage warning persons of the presence of a
26 "bad dog." Such pen or structure shall have secure sides and a secure top to prevent
27 the dog from escaping over, under, or through the structure, and shall also provide
28 protection from the elements.

29 *Public road* means any streets, sidewalk, alley, highway, or other way open to
30 travel by the public including rights-of-way, bridges and tunnels.

31 *Residential area* means any area in the county where two or more dwellings or
32 houses are within 50 feet or less of each other.

33 Severe injury means any physical injury that results in broken bones, multiple
34 bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

35 *Shelter* means provision of and unlimited access to a three-dimensional
36 structure having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof
37 and made of durable material. At a minimum the structure must be:

- 38 (1) Sufficient in size to allow the animal to stand up, turn around, lie down
39 and stretch comfortably;
- 40 (2) Designed to protect the animal from the adverse effects of the
41 elements and provide access to shade from direct sunlight and regress
42 from exposure to inclement weather conditions;
- 43 (3) Free of standing water, accumulated waste and debris;
- 44 (4) Provide adequate ventilation; and

1 (5) Provide a solid surface flooring area, resting platform, pad, mat, or
2 similar provision of adequate size for the animal to lie upon in a
3 comfortable manner.

4 *Stable* means those premises at which horses or equines are kept commercially
5 for boarding, riding, breeding, training, or resale purposes.

6 *Sterilization* means dogs and cats rendered permanently incapable of
7 reproduction by surgical alteration, implantation of a device, or other physical means, or
8 permanently incapable of reproduction because of physiological sterility, but only where
9 the neutered or spayed condition has been certified by a veterinarian licensed in any
10 state.

11 *Tether* means to restrain an animal by tying the animal to any stationary object
12 or structure, including, but not limited to, a house, tree, fence, post, garage or shed, by
13 any means, including, but not limited to, a chain, rope, cord, leash or pulley/running line,
14 but shall NOT include the use of a leash when walking an animal.

15 *Unaltered animal* means a dog or cat which has not been neutered, spayed or is
16 otherwise not sterilized.

17 *Unprovoked* means that the victim who has been conducting himself or herself
18 peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by
19 a dog.

20 *Wild animal* means any living member of the kingdom Animalia, including those
21 born or raised in captivity, except the following:

- 22 (1) The species *Homo sapiens* (human beings).
- 23 (2) The species *Canis familiaris* (domestic dogs, including hybrids with
24 wolves, coyotes, or jackals).
- 25 (3) The species *Felis catus* (domestic cats, excluding hybrids with
26 ocelots or margays).
- 27 (4) The species *Equus caballus* (domestic horses).
- 28 (5) The species *Equus asinus* (asses/donkeys).
- 29 (6) The species *Bos taurus* (cattle).
- 30 (7) The subspecies *Ovis ammon aries* (sheep).
- 31 (8) The species *Capra hircus* (goats).
- 32 (9) The subspecies *Sus scrofa domestica* (swine).
- 33 (10) Domesticated races of the species *Gallus gallus* or *Meleagris*
34 *gallopavo* (poultry).
- 35 (11) Domesticated races of the species *Mesocricetus auratus* (golden
36 hamsters).
- 37 (12) Domesticated races of the subspecies *Cavia aperea procellus*
38 (guinea pigs).
- 39 (13) Domesticated races of rats or mice (white or albino, trained,
40 laboratory-reared).
- 41 (14) Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
- 42 (15) All captive-bred members of the species of the families *Psittacidae*
43 (parrots, parakeets), *Anatidae* (ducks), *Fringillidae* (finches), and
44 *Columbidae* (doves and pigeons).
- 45 (16) All captive-bred members of the species *Serinius canaria* of the
46 class *Aves* (canaries).

- 1 (17) Domesticated races of the species *Carassius auratus* (goldfish).
- 2 (18) Captive-bred members of the superorder Teleostei of the class
- 3 Osteichthyes (common aquarium fish).
- 4

5 **Section 10-5. Impounding Officer**

6 **(a)** The impounding officer and county animal control officers shall have full and
7 complete authority in the enforcement of this chapter and may pick up, catch, or procure
8 any animal under any circumstance which is a violation of this chapter and cause the
9 animal to be impounded in the animal shelter. An animal shall be subject to pick up and
10 impounding, if the animal is cruelly treated, unlicensed, roaming at large, or stray, or
11 any animal infected with rabies or believed to be so infected; infected with any other
12 contagious or infectious disease, or believed to be so infected, or has been classified as
13 a dangerous or vicious animal.

14 **(b)** Animal control officers may carry a device to chemically subdue and tranquilize an
15 animal provided that such officer has successfully completed a minimum of 16 hours of
16 training. This training will be in accordance with guidelines prescribed in the Chemical
17 Immobilization Operational Guide of the American Humane Association. This training
18 may be done locally by experienced personnel.

19 **(c)** The animal control officer shall have authority and be required to impound all
20 unlicensed animals, except for animals ~~confined or fenced in on the owner's premises or~~
21 under direct control while participating in an organized match, show, trial, or undergoing
22 obedience training. The animal control officer shall also be required to pick up and make
23 humane disposition of any diseased or injured animal in the county. If an owner refuses
24 entrance to his premises to an animal control officer attempting to enforce this chapter,
25 such officer shall contact the sheriff's office and proceed on the owner's premises in the
26 company of the sheriff or his deputy with such legal authority as is necessary to lawfully
27 enter the owner's premises for the purpose of enforcing this chapter. The animal control
28 officers are hereby authorized to issue citations and notices to appear for the violation of
29 this chapter when based upon personal investigation and the officer has reasonable and
30 probable grounds to believe that a violation has occurred.

31 **Sec. 10-7. Citations.**

32 **(a) *Format.*** A citation and notice to appear shall be in the form prescribed by the
33 board of county commissioners and when issued, shall constitute notice that an officer
34 has probable cause to believe an infraction of this chapter has been committed and that
35 the cause will be heard in the county court in and for the county. Exclusive jurisdiction
36 and authority shall be in the county court to dispose of or make adjudication based upon
37 a citation once it has been issued. A citation shall include the following:

- 38 (1) The date and time of issuance.
- 39 (2) The name and address of the person.
- 40 (3) The date and time the civil infraction was committed.
- 41 (4) The facts constituting probable cause.
- 42 (5) The ordinance violated.
- 43 (6) The name and authority of the officer.
- 44 (7) The procedure for the person to follow in order to pay the civil penalty, to contest
45 the citation, or to appear in court as required by subsection (c) of this section.
- 46

1 (8) The applicable civil penalty if the person elects to contest the citation.
2 (9) The applicable civil penalty if the person elects not to contest the citation.
3 (10) A conspicuous statement that if the person fails to pay the civil penalty within the
4 time allowed, or fails to appear in court to contest the citation, then he shall be deemed
5 to have waived his right to contest the citation and that in such case, judgment may be
6 entered against the person for an amount up to the maximum civil penalty.
7 (11) A conspicuous statement that if the person is required to appear in court as
8 mandated by subsection (c) of this section, he does not have the option of paying a fine
9 in lieu of appearing in court.

10 (b) *Issuance.* For violation of any of the provisions of ~~sections 10-8, 10-9 and 10-11~~
11 this Chapter, the animal control officer shall have the discretion to either issue a warning
12 with no civil penalty, issue a citation for a fine in the amount specified in the animal
13 control fee resolution as approved by the board of county commissioners, or a notice to
14 appear in court as required by this section. Any person cited for violation of this chapter
15 under this section shall be deemed to be charged with a civil infraction and cited to
16 appear in court. Any person cited for an infraction under this chapter shall sign and
17 accept a citation acknowledging receipt of the citation and indicating a promise to
18 appear in county court if such person wishes to contest the charge, or if mandated to
19 appear in court as required by this subsection (c) of this section.

20 (c) *Mandatory court appearance.* Court appearance shall be mandatory for violations
21 of this chapter involving the unprovoked biting, attacking or wounding of a domestic
22 animal or human being; the destruction or loss of personal property; second or
23 subsequent violations of animal cruelty laws; and/or violations resulting in the issuance
24 of a third or subsequent citation to a person or persons within the same household. In
25 the event mandatory court appearance is required, the citation must clearly inform the
26 person of such mandatory appearance, and records shall be maintained by animal
27 control regarding such cases. Persons required to appear in court do not have the
28 option of paying the fine instead of appearing in court.

29 (d) *Payment of civil penalty.* Any person cited with a violation of this section may pay
30 the civil penalty within ten days of the date of receiving the citation. If the person cited
31 follows the above procedure, he shall be deemed to have admitted the civil infraction
32 and to have waived his right to a trial on the issue of commission of the violation.

33 (1) If a person fails to pay the civil penalty within ten days of receipt of the citation, the
34 clerk of the court shall issue a notice to appear. An additional amount shall be assessed
35 as a late fee for each penalty paid after the initial ten-day period in accordance with the
36 fee resolution as established by the board of county commissioners.

37 (2) If a person fails to pay the civil penalty, fails to appear in court to contest the
38 citation, or fails to appear in court as required by subsection (c) of this section, the court
39 may issue an order to show cause upon the request of the governing body of the county
40 or municipality. This order shall require such persons to appear before the court to
41 explain why actions on the citation have not been taken. If any person who is issued
42 such order fails to appear in response to the court's directive, that person shall be held
43 in contempt of court.

44 (e) *Liability for penalty.* In the event an animal is impounded for violation of this
45 chapter and the owner of the animal abandons the animal to the animal control
46 department, permanent custody of the animal shall be relinquished to the animal control

1 authority for appropriate disposition and the owner shall remain liable for the civil
2 penalties and any other actions imposed for violation of this chapter.

3 (f) *Refusal to sign or accept citation.* Any person refusing to sign and accept a citation
4 shall be in violation of this chapter, and shall be punished as provided for in section 10-
5 23.

6
7 **Sec. 10-11. Animal Control.**

8 (a) *Generally.* Animals are prohibited from roaming freely on any public or private
9 property without the consent of the owner or lessee among the public within the county
10 unless such animal is specifically excepted as further set out in this section.

11 (b) *Public places.* Animals are prohibited from public places in the county such as
12 airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other
13 establishments serving food, beverages or staple foods, and at public gatherings such
14 as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control
15 by the owner, may be impounded.

16 (1) It shall be unlawful for the owner of an animal to allow his animal in public places of
17 the county such as school grounds, school bus stops, public parks, beaches, and
18 playgrounds.

19 (2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming
20 at large or on a leash or otherwise under his control, on public bathing beaches or
21 recreational areas on that portion of Santa Rosa Island owned by and under the
22 jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any
23 beach, public or private, lying seaward of the coastal construction setback line for land
24 southward of the right-of-way of State Road 292 or lying seaward of the line of
25 vegetation for land northward of the right-of-way for State Road 292 on the portion of
26 the county known as Perdido Key which is bordered to the west by the Alabama state
27 line, to the south by the waters of the Gulf of Mexico, to the east by the property of the
28 U.S. Government, and to the north by the waters of the Intracoastal Waterway.

29 (3) Provided, however, no animal owner shall be prohibited from permitting his animal
30 within 50 feet of a building which the animal owner owns or leases.

31 (c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches
32 and recreational areas shall not apply to:

33 (1) Animals utilized by law enforcement agencies, while engaged in law enforcement
34 activity.

35 (2) Animals trained to assist the blind or hearing impaired, provided such animal is in
36 the company of such person.

37 (3) The showing and training of dogs and the use of animals in educational
38 presentations in appropriate locations of auditoriums, schools, parks, parking lots,
39 armories, theaters, and similar public or privately owned areas.

40 (4) The transportation of animals by airlines at the airport in the county.

41 (5) Special events as authorized by a vote of the majority of the board of county
42 commissioners with any conditions set forth by the board as reasonable under the
43 circumstances.

44 (d) *Female animals in season.* The owner of any female animal in heat shall keep
45 such animal confined in a building or secure enclosure, veterinary hospital, or boarding
46 kennel in such a manner that such female animal cannot come in contact with another

1 animal, except for intentional breeding purposes. An owner who does not keep the
2 female animal confined while in season shall be guilty of a civil infraction and punished
3 as provided in section 10-23. This section shall not apply to female animals entered in
4 organized shows.

5 (e) *Animal nuisances prohibited.* Any animal or animals ~~that habitually or continuously~~
6 ~~bark, howl, or otherwise disturb the peace and quiet of the inhabitants of the county or~~
7 ~~are permitted to cause damage to personal property or defecate upon the property of~~
8 ~~others or are kept or maintained in such a manner as to disturb by noxious or offensive~~
9 ~~odors or otherwise endanger the health and welfare of the inhabitants of the county~~
10 which shall do any of the following are declared to be an animal nuisance.

11 (1) Molests passersby or passing vehicles.

12 (2) Attacks other animals.

13 (3) Trespasses on school grounds.

14 (4) Is repeatedly at large.

15 (5) Damages private or public property.

16 (6) Defecates or urinates upon the property of others.

17 (7) Repetitively barks, whines, howls or otherwise produces any noise in
18 an excessive, continuous or untimely fashion for a period of five (5)
19 minutes or more.

20 (8) Has a communicable or contagious disease that is untreated or does
21 not respond to treatment.

22 (9) Causes or emits an offensive odor which can be detected off the
23 property of its owner.

24 (10) Is kept in a manner which causes a breeding place for flies, lice,
25 fleas or other vermin or disease.

26 (11) Unreasonably interferes with a person's use and enjoyment of his
27 property.

28
29 Any person who keeps, harbors, or maintains an animal nuisance as defined
30 above, shall be guilty of a civil infraction and punishable as provided in section 10-23.

31
32 **Sec. 10-12. Direct control.**

33 Except as otherwise provided in this section, It shall be a violation of this chapter for any
34 animal to roam freely on any public or private property without the consent of the owner
35 or lessee be off the premises of its owner or person responsible for the animal, without it
36 being under the direct control of its owner, person responsible therefor, or other person.
37 All animals, when not on the premises of the dog's owner or on the premises of another
38 who consents thereto, shall be and remain under the direct control of a person
39 competent to control such dog at all times or, otherwise, shall be considered unlicensed
40 animals and private nuisances and may be seized, restrained, impounded, and
41 disposed of as provided by this chapter for any unlicensed animal.

42 (b) Direct control shall apply only to the areas of the county which are designated by
43 resolution of the board of county commissioners. The board of county commissioners is
44 authorized to adopt by resolution areas designated as "direct control" pursuant to the
45 procedures provided in this section. Any "direct control" resolutions existing as of the

1 date of this chapter shall remain in full force and effect and shall not require
2 reaffirmation by the board of county commissioners.

3 (c) Resolutions adding certain areas to or deleting certain areas from the "direct
4 control" area may be adopted on the board of county commissioners' own motion, or
5 may be adopted after receipt of a petition from residents of an area requesting that such
6 area be added to or deleted from the "direct control" area. Any such petition shall be
7 verified and shall be signed by at least 65 percent of the residents of the area which is
8 to be added to or deleted from the "direct control" areas. Locations of residences or
9 persons signing such petitions shall be distributed fairly about the area which is to be
10 added to or deleted from the "direct control" area.

11 (1) Upon receipt of petitions a public meeting shall be advertised and held at
12 petitioner's expense. Further, such petitioner shall mail a copy of the notice of public
13 meeting to each owner of property within the area which is to be added to or deleted
14 from the "direct control" area and will certify that such notices were mailed at least ten
15 days prior to the date of the public meeting.

16 (2) Before adoption of any such additional resolution adding areas to or deleting areas
17 from the "direct control" area, the board of county commissioners shall hold a duly
18 advertised public hearing. Such resolutions, after adoption by the board of county
19 commissioners, shall become effective upon being filed with the clerk of the board of
20 county commissioners.

21 (d) Notwithstanding subsections (b) and (c) of this section, and notwithstanding any
22 resolution adopted by the board of county commissioners designating or deleting certain
23 areas as direct control areas, all dangerous dogs classified/registered in accordance
24 with the provisions of section 10-14 shall be under the direct control of the owner at all
25 times. Such dogs shall not be permitted outside the proper and secure enclosure area
26 on the owner's property unless the dog is muzzled and restrained by a substantial chain
27 or leash and under the control of a competent and responsible person.

28 29 **Sec. 10-16. Cruelty to animals.**

30 (a) It shall be unlawful for any owner or person to be cruel to an animal by cruelly
31 beating, torturing, mutilating, ~~clearly~~ failing to provide food, drink or shelter, ventilation,
32 exercise, necessary veterinary care or to abandon animals.

33 (b) It shall be unlawful for any owner or person in possession of an animal or who has
34 charge or custody of an animal to suffer injury or malnutrition or to abandon any animal
35 in a street, road, or public place without providing for the care, sustenance, protection
36 and shelter of such animal, or to impound or confine any animal in a place or enclosure
37 without supplying such animal with a sufficient quantity of good and wholesome food
38 and water and air, during such period of confinement, or to abandon any animal that is
39 maimed, sick, infirmed, or diseased. In addition, the provisions of F.S. § 828.13 are
40 hereby adopted and such prohibitions as contained therein are incorporated by
41 reference.

42 (c) It shall be unlawful for any person who shall have knowledge that an animal was
43 struck by a vehicle under the person's control, to fail to render first aid to such animal by
44 taking it to a veterinarian or by notifying either the owner, the animal control division, or
45 the police or the sheriff.

1 (d) It shall be unlawful for any person to transport any dog or other animal in a motor
2 vehicle on any public street, when such animal is not fully enclosed within the vehicle or
3 confined in a container, cage or like enclosure, or temporarily secured in a manner that
4 will prevent the animal from falling or jumping from the vehicle.

5 (e) It shall be unlawful for any owner or person in possession of an animal and who
6 confines the animal outdoors on private property to tie, chain or otherwise tether an
7 animal that is under the age of six months.

8 (f) It shall be unlawful for any owner or person in possession of an animal and who
9 confines the animal outdoors on private property to tie, chain or otherwise tether an
10 animal that is over the age of six months except when the following conditions are met:

11 (1) The animal is tethered in a location on the property within the visual range of
12 the primary structure ~~responsible party or the responsible party is located~~
13 ~~outdoors with the animal;~~

14 (2) The tether shall:

15 a. Be a minimum of ~~six~~ ten feet in length or at least five times the length
16 of the animal ~~when measured from the tip of the animal's nose to~~
17 ~~the base of the tail, whichever is longer;~~

18 b. Terminate at both ends with a swivel; and

19 c. Not weigh more than 1/16 of the animal's weight;

20 (3) An overhead pulley/running line shall:

21 a. Be at least 15 feet in length; and

22 b. No less than ~~seven~~ five (5) feet above the ground;

23 (4) The tether must be fastened to a properly fitting body harness or buckle-type
24 collar made of nylon or leather;

25 (5) The tether shall be free from entanglement or other obstructions at all time;

26 (6) The animal shall have access to potable water, ~~food~~, shelter and dry ground
27 at all times;

28 (7) An animal shall not be tethered while sick, injured or in distress;

29 (8) An animal shall not be tethered outside during a period of extreme weather,
30 including but not limited to, ~~extreme heat, extreme cold, thunderstorms,~~
31 ~~tornadoes, tropical storms, or hurricanes;~~ and

32 (9) Multiple animals must be tethered separately.

33 (g) Any person cruel to an animal as provided in this section shall be in violation of this
34 chapter and punished as provided in section 10-23.

35
36 **Sec. 10-23. Penalties.**

37 (a) A violation of this chapter is a civil infraction, except as provided for in subsection
38 (f) and subsections (g)(1), (2) and (3) of this section. Each violation shall constitute a
39 separate offense.

40 (b) The maximum civil penalty for a civil infraction shall not exceed \$500.00.

41 (c) By resolution, the board of county commissioners, shall establish the amount of any
42 civil penalty for a civil infraction. Such resolution may be amended from time to time and
43 is incorporated by reference and made a part hereof. In addition to each civil penalty,
44 there is hereby imposed a surcharge of \$5.00 for violations involving animal control or
45 animal cruelty. The proceeds shall be placed in a separate fund and used to pay the

1 costs of the 40-hour minimum standards training course required for county animal
2 control officers as provided in F.S. § 828.27(4)(b).

3 (d) Any person paying a penalty pursuant to a civil infraction violation of this chapter
4 shall be deemed to have admitted the violation. In no event shall a penalty amount,
5 when a person admits without contesting the violation, exceed the limits specified in the
6 animal control fee resolution as approved by the board of county commissioners.

7 (e) An individual who contests the violation and after trial is found in violation of the
8 provisions of this chapter, except as provided below, shall be guilty of a civil infraction
9 and punished by a fine of not less than \$50.00 and not more than \$500.00.

10 (f) Any person who willfully refuses to accept and sign a citation or notice to appear
11 shall be in violation of this chapter and shall be guilty of a misdemeanor of the second
12 degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083 (F.S. § 828.27(4)).

13 (g) Any person who owns a dog which aggressively attacks or injures or attempts to
14 attack or injure a person or another animal shall be in violation of this chapter, and the
15 citation issued to such person shall not permit payment of a civil penalty in lieu of court
16 appearance and the owner shall be prosecuted as follows:

17 (1) If a dog that ~~The owner of a dog which~~ has not been previously declared
18 dangerous under the provisions of section 10-14 ~~and which aggressively attacks~~
19 ~~and causes severe injury to or death of any person and the owner had prior~~
20 ~~knowledge of the dog's dangerous propensities, yet demonstrated a reckless~~
21 ~~disregard for such propensities under the circumstances, or domestic animal~~
22 ~~without provocation, upon conviction, the owner~~ shall be guilty of a second
23 degree misdemeanor punishable as provided in F.S. § 775.082 or F.S. §
24 775.083.

25 (2) If a dog that ~~The owner of a dog which~~ has previously been declared
26 dangerous in accordance with section 10-14 ~~and which aggressively attacks or~~
27 ~~bites a person or a domestic animal without provocation, upon conviction, the~~
28 ~~owner~~ shall be guilty of a first degree misdemeanor punishable as provided in
29 F.S. § 775.082 or F.S. § 775.083.

30 (3) If a dog that ~~The owner of a dog which~~ has been previously been declared
31 dangerous in accordance with section 10-14, ~~which aggressively attacks or bites~~
32 ~~and causes severe injury to or the death of any person, upon conviction, the~~
33 ~~owner~~ shall be guilty of a third degree felony, punishable as provided in F.S. §
34 775.082, F.S. § 775.083 or F.S. § 775.084.

35
36 **Sec. 10-24. Complaints for violations.**

37 (a) An individual may present a formal complaint to animal control officers in the
38 form of an "affidavit of complaint," signed by one resident of the county, or in the case of
39 noise complaints, two or more residents of the county, where each complainant resides
40 in a separate dwelling in the vicinity of the claimed violation, and when such affidavit
41 has been made under oath before an individual authorized by law to take
42 acknowledgements or in the presence of two attesting witnesses. Such affidavit must
43 set forth the nature of and the date of the act claimed to violate this chapter.

44 (b) Upon receipt of a proper affidavit, the animal control officer shall investigate the
45 complaint to determine whether a violation of this chapter has been committed. In the
46 event the act complained of constitutes a violation of this chapter, the officer shall

1 enforce this chapter pursuant to the provisions of section 10-23 and as otherwise
2 provided in this chapter.

3
4 **Section 2. Operative in Unincorporated Areas.**

5 This Ordinance shall apply to and be enforced in all unincorporated areas of the
6 County.

7
8 **Section 3. Severability.**

9 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
10 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
11 way affect the validity of the remaining portions of this Ordinance.

12
13 **Section 4. Inclusion in the Code.**

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 **Section 5. Effective Date.**

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

22 DONE AND ENACTED THIS ____ DAY OF _____, 2011.

23
24 **BOARD OF COUNTY COMMISSIONERS**
25 **ESCAMBIA COUNTY, FLORIDA**

26
27
28 **BY: _____**
29 **Kevin W. White, Chairman**

30
31 **ATTEST: ERNIE LEE MAGAHA**
32 **Clerk to the Circuit Court**

33
34
35 **BY: _____**
36 **Deputy Clerk**

37
38 **(SEAL)**

39
40 **Enacted:**
41 **Filed with Department of State:**
42 **Effective:**